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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 248. Appd

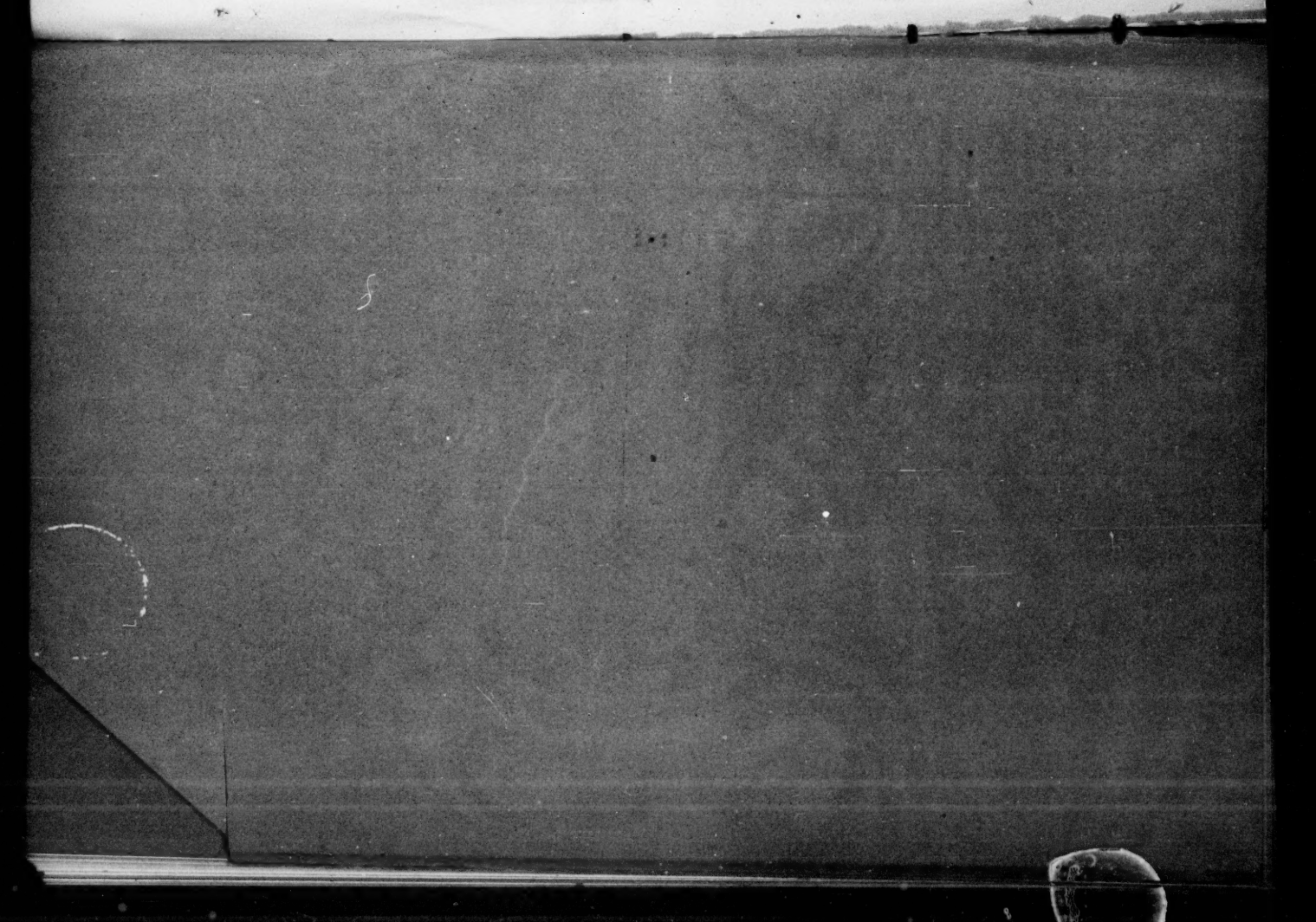
NICHOLAS W. CASEY, RECEIVER OF THE NEW ORLEANS NATIONAL BANKING ASSOCIATION, PLAINTIFF IN ERROR,

vs.

JOHN J. ADAMS, JAY L. ADAMS, AND W. H. REYNAUD, PARTNERS COMPOSING THE FIRM OF JOHN J. ADAMS & COMPANY (IN LIQUIDATION).

IN ERROR TO THE SUPREME COURT OF THE STATE OF LOUISIANA.

FILED OCTOBER 8, 1877.



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1 No. 6532.

Supreme court of La.

Filed Jan'y 17th, 1877.
(Signed) M. P. JULIAN,
D'y Clerk.

Transcript of appeal in the case entitled John J. Adams & Co., in liq., vs. Thomas J. Dannis, def't, N. W. Casey, receiver of the bank of New Orleans, defendant in rule & app'l't.

Clay Knoblock for pl'ff and app'ee.
Rouse & Grant & Murphy for appellant.

Petition.

To the honorable judge of the fifteenth judicial district of the State of Louisiana, sitting in and for the parish of Lafourche:

The petition of John J. Adams & Co., a commercial firm now in liquidation, domiciliated in the city of New Orleans, parish of Orleans, and composed of John J. Adams, William H. Renaud, and George W. West, of the said city and parish, and Jay L. Adams, of the city
2 and State of New York, respectfully represents:

That by public and authentic act passed and executed the 2d day of April, 1870, before Emile E. LeBlanc, then deputy recorder and ex-officio notary public of the parish of Lafourche, and duly recorded according to law on said 2d day of April, 1870, in mortgage book A, page 444 et seq., of the recorder's office of said parish of Lafourche, a duly certified copy of which act is hereto annexed as part hereof, to which is appended the certificate of registry in due form of Louis Jolisaint, present deputy recorder of said parish, Thomas J. Dannis, late of said parish of Lafourche, and now residing in the parish of Terrebonne, acting for himself, and as agent and legally appointed representative of the agricultural partnership of Dannis & Tucker, composed of himself and Mrs. Margaret Stuart Glover, wife of George W. Tucker, then of said parish of Lafourche, by virtue of an act of partnership passed before said Emile E. LeBlanc, then acting a notary public, on the 29th December, 1868, and duly recorded in miscellaneous book No. 4 of recorder's office of parish of Lafourche, p. 421 et seq., and certified copy of which act is hereto annexed, did declare, say, and acknowledge, that after full, complete, and thorough settlement by him, the said T. J. Dannis,
3 made in due and proper form, with the firm of John J. Adams & Co., your present petitioners, up to the 23d March, 1870, the said agricultural firm of Dannis & Tucker remained and was then indebted to the said firm in the full sum of thirty thousand two hundred and eighty-nine $\frac{27}{100}$ dollars ($30,289.27), being for money actually advanced, provisions and supplies furnished to, and which were all used and appropriated for carrying on, improving, and bettering the plantation of the said agricultural partnership of Dannis & Tucker, hereinafter described and mortgaged to secure the said indebtedness.

And the said firm of Dannis & Tucker being so indebted to the said firm, the said Thomas J. Dannis, acting as aforesaid, did, on said 2d day of April, 1870, make and execute the six several promissory notes of the said firm of Dannis & Tucker, to their own order and by them endorsed in

blank, payable at the counting-house of said firm of John J. Adams & Co., with 8% interest per annum from the 23d March, 1870, until full and punctual payment, for the following amounts and payable as hereinafter stated: Five for $5,000 each, payable, respectively, 15th November, 1st December, 20th December, 10th January, and 1st February, 1871; and the sixth note for the sum of $5,289.27, payable 1st March, 1871, which said six notes were paraphed "Ne Varietur" by the said Emile E. LeBlanc, deputy recorder, to identify them with the aforesaid act of 2d April, 1870, as all of which will fully appear by certified copy of said act hereto annexed, and by reference to act of 5th of May, 1871, hereinafter referred to, which notes were returned to T. J. Dannis, who substituted new notes in lieu and stead thereof.

That in order to secure the full and punctual payment of said notes and all interest accruing and accrued, the said Thomas J. Dannis, acting as aforesaid, did, by said act of 2d April, 1870, specially mortgage, affect and hypothecate, under the pact de non alienando, in favor of petitioner or any further holders of said notes, the following described property, to wit:

1°. A certain sugar plantation, known and designated as the "Hemenard plantation," situated in the parish of Lafourche, on the left bank of Bayou Lafourche, at about four miles below the town of Thibodeaux, measuring seven arpents, more or less, front, by eighty arpents in depth, according to the existing lines, bounded above by lands of mortgagors below described, and below by lands formerly belonging to Charles C. Williams, but now (April 2d, 1870) belonging to Rivière and Espenan.

2°. A certain tract of land situate in this parish, on the left bank of the bayou Lafourche, at about four miles below the town of Thibodaux, measuring two arpents, more or less, in front, by eighty arpents in depth, with a considerable opening of the lines as they recede from the bayou Lafourche; bounded above by lands formerly belonging to Marcelin Adam and now belonging to François Gaudé, and below by lands of the plantation just described; together with all the buildings and improvements thereon or in anywise appertaining to said plantation, such as dwelling-house, sugar-house, mill and engine, cabins, barns, stables, and also all the live stock on and used in the cultivation of said plantation, such as mules, horses, cattle, etc., as well as all implements of husbandry now or to be placed on said plantation during the existence of the present mortgages.

The said act of sale of 2d April, 1870, importing in expressed terms "confession of judgment entitling the said John J. Adams & Co., and any holder or holders under them of aforesaid notes or any part thereof, to executory process, in due form of law, for the amount of aforesaid indebtedness, interest and attorney's fees, costs and charges;" the attorney's fees being fixed by said act at the rate of 5% in favor of said John J. Adams & Co., in case it became necessary to institute legal proceedings for the recovery of the amount of said notes or any part thereof, the said Dannis having obligated himself, in his aforesaid capacity, to pay said fees.

Petitioner further avers that by public act, certified copy whereof is hereto annexed, passed and executed the 1st of April, 1871, before said Emile E. LeBlanc, deputy recorder, to which act special reference is made, the said Thomas J. Dannis became by valid purchase of the one-half interest of the aforenamed Mrs. George W. Tucker, the sole and exclusive owner of aforesaid property, of which he, the said Dannis, is still the owner and possessor, and that by said act, as part of the consideration of sale, the said Dannis assumed in his own name and liability

the payment in full of the promissory note and mortgage aforesaid; as all of which will more fully appear by said act and by copy of notarial act of the 18th April, 1873, hereto annexed.

That by public and authentic act, duly recorded, and copy whereof is hereto annexed, passed and executed the 5th May, 1871, before said Emile E. LeBlanc, deputy recorder, the said Thomas J. Dannis obtained an extension of time of one year to pay said indebtedness, to commence from the maturity of the notes, respectively, and that in order to carry out and render practicable said extension of time did on that day
7 (May 5th, 1871) make and execute his six certain promissory notes drawn to his own order and by himself endorsed, payable and domiciliated at the counting-house of said John J. Adams & Co. and, all bearing eight (8) % interest per annum from and after the 23d March, 1870, as follows: 5 for $5,000 each, payable 15th Nov., 1st and 20th Dec., 1871, 10th and 1st Feb'y, 1872, and 6th for $5,289$\frac{27}{100}$, payable 1st March, 1872, which said notes were identified "Ne Varietur" with said act, and were given in lieu and stead of the original six notes aforesaid, which were surrendered to the said Dannis without changing, impairing, or novating the original indebtedness or act of mortgage of 2d April, 1870, as will appear fully by said act, certified copy whereof is hereto annexed, and for reference to said last mentioned six notes hereto annexed; the object of said act, as therein stated, being simply, 1st, an extension of the time for the payment of the original indebtedness without affecting the mortgage, and, 2d, the recognition of said T. J. Dannis assumpsit by the making of his individual notes in the lieu and stead of those of Dannis & Tucker.

That subsequently, by public and authentic act passed the 23d February, 1872, before said Emile E. LeBlanc, deputy recorder, certi-
8 fied copy of which act is hereto annexed, a second extension of one year's time upon the respective maturities of said notes was asked by said Dannis, and granted by petitioners on same terms and conditions as expressed in the act of extension of May 5th, 1874, without novating, affecting, or impairing the original indebtedness or act of mortgage of 2d April, 1870, and the notes aforesaid being returned to the deputy recorder, six other notes were made in lieu and stead thereof by said Dannis, to his own order and by him endorsed: 5 for $5,000, payable Nov'r 15th, Dec. 1st & 20th, 1872, June 10th, & Feb'y 1st, 1873, and one for $5,289.27 payable March 1st, 1873; the said notes being identified Ne Varietur with said act of 23d February, 1872, which said last mentioned six notes are hereto annexed and bear 8% interest from 23d March, 1870.

That subsequently and finally, by public and authentic act passed the 18th April, 1873, before said Emile E. LeBlanc, then recorder, and ex-officio notary public of said paish of Lafourche, certified copy whereof is hereto annexed as part hereof, the said Thomas J. Dannis, of the second part, and your petitioners, of the first part, declare that
9 "John J. Adams & Co.," your petitioners, are still the holders and legal owners of the last six described notes and referred to, and that by reason of such ownership and with the additional interest already accrued upon said notes, the said Thomas J. Dannis, party of the 2d part, is legally indebted to the said John J. Adams & Co., party of the 1st part, in the full and entire sum of forty thousand two hundred and ninety-one $\frac{20}{100}$ dollars, which amount being fixed by accurate calculation this (18th April, 1873) day made, is secured as aforesaid by act of date the 2d April, 1870, above referred to, on the Homeward plantation above described. And whereas the said Thomas J. Dannis is de-

sirous of obtaining and the said John J. Adams & Co. are willing to grant a still further extension of time for the payment of the above indebtedness fixed as above stated.

Now, therefore, for the purpose of carrying out their extension, and to represent the said indebtededness, $40,291.20, without novation and without affecting in the slightest decree the original security for said indebtedness, granted by act of date the 2d of April, 1870, the said Thomas J. Dannis made and executed his twelve certain several promissory notes, hereto annexed as part hereof, drawn to his own order and by himself endorsed, payable at the office of John J. Adams & Co., in the city of New Orleans, and bearing eight per cent. interest per annum from and after their maturities, respectively, viz:

Ten of said notes for the sum of three thousand five hundred dollars each, maturing as follows, to wit: Two on the 12th November, 1873; two on the first of December, 1873; two on the 12th of December, 1873; two on the 12th of January, 1874; and two on the 1st of February, 1874; one for three thousand dollars, payable on the 1st March, 1874, and one for two thousand two hundred and ninety-one $\frac{20}{100}$ dollars, payable 1st March, 1874; all of said notes being paraphed "Ne Varietur," to identify them with said acts of the 2d April, 1870, and 18th of April, 1873, all of previous notes aforesaid having been returned to the recorder and were made part of the aforesaid act of extension of the 18th April, 1873, as will appear by said act; the effect of said act, as therein expressed, being simply an extension of time for the payment of the original debt secured by mortgage on Homeward plantation by an act of 2d April, 1870; and it was specially agreed that nothing in the present act contained (act 18th April, 1873), should have ever in the slightest degree the effect of novating, impairing, or affecting the mortgage and special hypothecation given as aforesaid to secure the payment of the original six notes, all interest and charges due or accrued thereon, executed by Dannis & Tucker; but that the notes given under act of 18th April, 1873, representing the individual debt, shall be and are secured in every respect and degree by the original special mortgage granted as above stated on the 2d April, 1870; the said mortgage to be held valid and obligatory as if acts of 18th April, 1873; 5th May, 1871; and 23d February, 1872, had never been passed; each and every section and clause of said acts of mortgages of 2d April, 1871, to remain unaffected in any of its parts by the said act of 18th April, 1873.

Wherefore, annexing hereto the last named twelve promissory notes, and averring that the amount due upon same under the act of mortgage of 2d April, 1870, is the original sum of thirty thousand two hundred and eighty-nine $\frac{27}{100}$ dollars, with 8% interest from 23d March, 1870, as fully set forth in foregoing petition, and all the aforesaid authentic acts, your petitioners further averring that said Thomas J. Dannis is justly and truly indebted unto them in that amount and secured by mortgage as aforesaid, that said indebtedness remains unpaid, and that said Dannis is still owner and possessor of the mortgaged property described in foregoing petition and in said act of 2d April, 1870, pray for an order of seizure and sale to issue according to law, and, after due notice and delay, ordering and directing the sheriff of the parish of Lafourche to seize and sell, pursuant to law, the said mortgage property to pay and satisfy the said sum of thirty thousand two hundred and eighty-nine $\frac{20}{100}$ dollars, with 8% per cent. per annum interest, from the 2d March, 1870, and costs therein.

(Signed) CLAY KNOBLOCK,
Att'y Pet'rs.

Affidavit.

Clay Knoblock, being first duly sworn according to law, deposes and says that he is the attorney of plaintiffs, who are all absent from
13 the parish of Lafourche; that the honorable Taylor Beattie, judge of the fifteenth judicial district of the State of Louisiana, is also absent from the said parish. So help him God.

(Signed) CLAY KNOBLOCK.

Sworn to and subscribed before me this 28th day of July, A. D. 1875.

(Signed) ARTHUR F. KNOBLOCK,
Parish Judge, Parish of Lafourche.

Filed July 28th, 1875.

(Signed) O. ROVIRA,
D'y Clerk.

Order on same.

Considering within petition, affidavit, and notes, and documents annexed, let an order of seizure and sale issued according to law and as within prayed for. Granted at chambers, parish of Lafourche, this 28th day of July, A. D. 1875, in the absence of the honorable Taylor Beattie, district judge.

(Signed). ARTHUR F. KNOBLOCK,
Parish Judge, Parish of Lafourche.

Sheriff's return on same.

Received the within petition August 4th, 1875, together with
14 a true and certified copy of the same, and on the same day, month, and year proceeded to serve the same by handing the said true and certified copy of the same to Thos. J. Dannis in person, in the town of Thibodaux, the residence of said Thos. J. Dannis being situated in the parish of Terrebonne, at about eight miles from the town of Thibodaux. Whereof I make this my return August 4th, 1875.

(Signed) J. N. WRIGHT,
D'y Sh'ff.

Act of partnership between Thomas J. Dannis and Mrs. G. W. Tucker.

THE UNITED STATES OF AMERICA,
State of Louisiana, Parish of Lafourche:

Know all men by these presents that on this the twenty-nine day of the month of December, anno Domini one thousand eight hundred and sixty-eight, and of the Independence of the United States of America the ninety-third year, before me, Emile E. LeBlanc, a notary public duly commissioned, qualified, and sworn in & for the parish of Lafourche, State first above written, and in the presence of Mrs. John W. Knoblock and Emile A. Bergeron, good and competent witnesses in
15 the said State and parish residing, personally came and appeared—1st, Mistress Margaret Stuart Glover, lawful wife of Dr. George W. Tucker, a resident of said parish of Lafourche, herein duly aided, authorized, and assisted by her said husband, from whom she is separate in estate by formal decree of the honorable the third judicial district court of the State of Louisiana, in and for the parish of La-

fourche; and, 2d, Thomas J. Dannis, also residing in the aforesaid parish.

Which said appearers declared and said that they have this day formed, and they do by these presents constitute and form an ordinary partnership for the cultivation of a certain sugar plantation heretofore commonly known and designated as the Homeward plantation, the same being situate in the said parish of Lafourche on the left descending bank of the bayou Lafourche, at a distance of about four miles below the town of Thibodaux, being the same land acquired by Albert N. Cummings, of the city of New Orleans, at a sheriff's sale, made the seventh day of September, anno Domini eighteen hundred and sixty-seven, by Cleophas Lagarde, sheriff of the parish of Lafourche,
16 in the suit entitled "The Bank of New Orleans & als. vs. Tucker Bros.," of which said land or sugar plantation the said appearers are owners in common, each of them being the legal owner of the one undivided moiety thereof.

They further declared that they have covenanted and agreed, and they do by these presents covenant and agree, that the partnership presently formed is made and contracted for the cultivation and management of the aforesaid "Homeward plantation" above described, and of such other lands as may be by them acquired by virtue of and in accordance with the following articles of agreement, to wit:

ARTICLE 1ST. Each party contributes and puts into the partnership his or her individual half of the hereinbefore designated and described, and each one shall contribute equally towards the payment of the partnership debts contracted in accordance with the provisions of this instrument, and share equally in the profits which may accrue from the cultivation of the said plantation, it being explicitly intended that the partnership hereby contracted shall be in all respects an equal one, the several partners to share alike in the contract, profits, and losses arising therefrom.

17 ARTICLE 2D. The partnership shall be known and designated by and under the name and style of Dannis & Tucker, and all purchases made & debts contracted for its use and benefit shall be made and contracted in the name of the firm.

ARTICLE 3D. The entire management and control of the partnership affairs shall be made under the exclusive direction of Thomas J. Dannis, party of the second part, who, and who alone, shall have the right of administering the business pertaining thereunto, he being hereby invested and clothed with full power and authority in the premises to hire or employ laborers; to discharge the same when, in his opinion, it may be necessary; to employ overseers and mechanics and to dismiss them when he may think proper, and to make all contracts relating to and all purchases necessary for the plantation. He shall have the right to control exclusively the shipment of the crops and to select the commission merchant who shall sell the same, to receive the proceeds of the sale of the crops made on said plantation, and to pay all debts due by the partnership. He shall have the right to sign the partnership name to receipts, drafts, and promissory notes, whenever, in his opin-
18 ion, the same may be necessary; to grant mortgages and hypothecations upon the plantation or such other property as may belong to the partnership during its continuance, whenever he may deem the same advisable, for the purpose of securing advances necessary for the carrying on the plantation, or in any other manner advancing the interest of the partnership; it being expressly understood and agreed that the administration and control of the said T. J. Dannis over the affairs of

the partnership shall be unrestricted, except in regard to the purchase or sale of landed property, in which event the connivence of Mistress Margaret L. Tucker, party of the first part, shall be necessary.

ARTICLE 4°. For performing the duties assigned to him in the preceding article, the said Thomas J. Dannis, of the second part, shall receive an amount salary of four hundred dollars ($400.00), which salary shall be deemed and included among the expenses of the partnership, and shall be paid from the proceeds of the crops, respectively, and before a division of the nett proceeds between the partners, as hereinafter provided.

ARTICLE 5°. The party of the second part, Thomas J. Dannis,
19 hereby binds and obligates himself to render each year a statement and full account of his administration of the partnership business during the preceeding year, the said statement and account to be made and rendered on or before the first day of April of each year, respectively; his first account to be rendered on or before the first day of April, A. D. eighteen hundred and seventy.

ARTICLE 6°. The said Thomas J. Dannis, of the second part, besides obligates himself in the manner following, viz: That whereas the party of the first part, Mrs. M. L. Tucker, by her husband duly aided and assisted, has by public and authentic act passed this day before me, the undersigned notary, acquired by valid purchase of A. N. Cummings, of the city of New Orleans, the aforesaid described Homeward plantation; and whereas, in consideration of the said purchase, the party of the first part, purchaser, bound, obligated, and assumed to pay and satisfy certain claim' due by the vendor, the said A. N. Cummings, to certain mortgage creditors, to wit: 1st, The Bank of New Orleans; 2d, Jerome Ganbut and others; and 3d, Godfrey Barmesley, said claims being secured by mortgage upon the said plantation, or part thereof, and
20 being fully described in an act of confirmation made and entered into between the said Cummings and the aforesaid creditors, of date the seventh day of September, A. D. 1867, and duly recorded in the office of the recorder of mortgages of said parish of Lafourche, to which act special reference is here made for greater certainty.

Now, therefore, the said Dannis, of the second part, hereby promises and binds himself to pay to the aforesaid mortgage claims as they may mature and become due, hereby assuming the same and placing himself in the lieu and stead of the said Mrs. M. L. Tucker, of the first part.

ARTICLE 7th. In consideration of the assumpsit on the part of T. J. Dannis, of the second part, as expressed in the preceeding article, it is agreed and understood that he, the said Dannis, shall, at the end of each year respectively, receive the one-half of the nett proceeds of the crops (in the portion accruing to the said Mrs. M. L. Tucker) until the one entire moiety of his aforesaid assumpsit shall have been completely paid and satisfied, at the end of which time the said nett pro-
21 ceeds shall be divided equally between them, as specified in article first.

ARTICLE 8°. The said Dannis, of the second part, promises and obligates himself to furnish and employ all the pecuniary means which may be necessary during the continuance of this partnership for the establishment of the aforesaid plantation, and for placing the same on perfect and complete working order as a sugar plantation. For this end he is to furnish the necessary canes, corn, mules, waggons, plows, etc., etc., which are to be advanced by him, and to be paid for in accordance with the agreement specified in article fourth, relative to the salary or compensation of the said Dannis; that is to say, the said expenses shall

be paid by the partnership funds, and before a division of the nett proceeds between the several members of the partnership.

ARTICLE 9°. It is expressly agreed and understood that at the expiration of the term of which this partnership is to expire, as hereinafter provided, all the property of whatever nature which may then belong to the partnership shall be sold at public sale, the said sale to take
22 place as soon after the dissolution of the same by limitation as may be practicable, upon the following terms and conditions, viz:

The one-fourth part of the purchase price payable cash on the spot in legal currency, and the balance payable in one, two and three years from the day of sale; it being understood and expressly stipulated, however, that if at such expiration of the partnership both parties should desire a continuance of the same, a renewal of the partnership may be made, in which case the aforesaid sale will be postponed until the final dissolution of the partnership.

ARTICLE 10TH. The present partnership shall take effect from the date of this act, and shall continue until the thirty-first day of December, A. D. eighteen hundred and seventy-two, at which period the same shall cease and expire by limitation, unless renewed as provided for in the article next preceding.

ARTICLE 11TH. It is expressly agreed between the parties that in case of the death of either or both of the contracting parties hereto, the present copartnership will not be dissolved, but that the same will continue to exist and be binding until the expiration thereof, the adminis-
23 tration and management to continue under the contract of the said Dannis, of the second part, as provided for in article third, or, in his case of his death, the said administration to be managed and controlled by his legal representatives.

Thus done and passed, executed, and signed at my office in the town of Thibodaux, parish of Lafourche aforesaid, on the day, month and year first above written, after due reading and perfect understanding of these presents by the two appearers.

Internal revenue stamps of the value of forty cents, being five cents for each page, being hereunto affixed and cancelled.

In faith whereof, the parties, witnesses, and I, the said notary, have signed these presents after due reading as aforesaid.

(Signed) M. L. TUCKER.
GEO. W. TUCKER.
T. J. DANNIS.

E. BERGERON.
J. W. KNOBLOCH.

EMILE E. LEBLANC,
Notary Public.

RECORDER'S OFFICE, PARISH OF LAFOURCHE.

A true copy from the original on file in this office and duly recorded in miscellaneous book No. 4, page 424, et seq.

Witness my hand and official seal, at Thibodaux, La., this 28th day of July, A. D. 1875.

[L. S.] (Signed) L. JOLISSAINT,
D'y Recorder.

24 Filed July 28th, 1875.
(Signed) O. ROVIRA,
D'y Clerk.

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN, *Clk.*

Mortgage, Dannis & Tucker, favor J. J. Adams & Co., 2d April, 1870.

STATE OF LOUISIANA,
Parish of Lafourche:

Know all men by these presents that on this the second day of the month of April, in the year of our Lord one thousand eight hundred & seventy, before me, Emile Eugene LeBlanc, deputy recorder, duly appointed and qualified in and for the parish of Lafourche, in the State aforesaid, therein residing, and in the presence of Joseph S. Goode and Allen J. Badeaux, good and competent witnesses also domiciliated in said parish, personally came and appeared Thomas J. Dannis, esquire, of this parish, herein acting as the agent and legally appointed representative of the agricultural partnership of Dannis & Tucker, composed of himself and Mrs. Margaret Stuart Glover, wife of George W. Tucker, of the same parish, by virtue of an act of partnership passed before me,
25 then acting as a notary public in and for this parish, on the 29th day of December, A. D. 1868, and duly recorded in this office on same day in miscellaneous book No. 4, p. 424.

Which said appearer, acting in the aforesaid capacity, declared and said that after full, complete, and thorough settlement by him made in due and proper form with the house of John J. Adams & Co., of the city of New Orleans, factors of the said agricultural firm up to the 23d of March, 1870, the said agricultural firm of Dannis & Tucker remained and is now indebted to the said firm of John J. Adams & Co. in the sum of $30,289.27 (thirty thousand two hundred and eighty-nine $\frac{27}{100}$ dollars), being for money actually advanced, provisions and supplies furnished to and which were all used and appropriated for carrying on, improving and bettering the plantation of the said agricultural partnership of Dannis & Tucker, hereinafter described and mortgaged to secure the said indebtedness.

And the firm of Dannis & Tucker being so indebted to the said firm of John J. Adams & Co., the said appearer, Thomas J. Dannis,
26 acting for and representing as aforesaid the said agricultural firm, has this day made and executed the six several promissory notes of the said firm of Dannis & Tucker to their own order, by them endorsed in blank, payable at the counting-house of John J. Adams & Co., in the said city of New Orleans, with eight per cent. interest per annum from the 3d day of March, 1870, until full and final payment, for the following amounts, and payable as hereinafter stated, viz: Five notes for the sum of $5,000.00 (five thousand dollars) each, falling due and maturing respectively fifteenth November, first December, twentieth December, 1870 (eighteen hundred & seventy), tenth January and first February, 1871 (eighteen hundred and seventy-one), and one note for the sum of $5,289.27 (five thousand two hundred and eighty-nine $\frac{27}{100}$ dollars), falling due and maturing on the first of March, 1871 (eighteen hundred and seventy-one); said six several notes forming and representing together the said indebtedness in principal of $30,289.27 (thirty thousand two hundred and eighty-nine $\frac{27}{100}$ dollars) above mentioned.

27 Which said six several notes, after having been paraphed ne varietur by me, the undersigned deputy recorder, for the purpose of identifying the same with the present act of mortgage, were delivered to John J. Adams, of the city of New Orleans, one of the members of the firm of John J. Adams & Co., who being here present acknowledged the receipt thereof.

And in case it shall become necessary to institute legal proceedings

for the recovery of the amount of said notes, or of any part thereof in principal and interest, the said Thomas J. Dannis, in his aforesaid capacity, binds and obligates himself by these presents to pay the fees of the attorney at law or attorneys at law who may be employed for that purpose, which attorney or attorneys' fees are hereby fixed at five per cent. on the amount sued on, and also all costs and charges which may be incurred in such proceedings.

Now, therefore, in order to secure the full and punctual payment of said notes, of all interest accrued and accruing thereon at the rate and from the date above stipulated, and of any eventual attorney's
28 fees, costs, and charges above mentioned, the said Thomas J. Dannis, acting as aforesaid, does by these presents specially mortgage, affect, and hypothecate, under the pact de non alienando, till full and final payment of said notes in favor of said firm of John J. Adams & Co., and this to inure to the use and benefit of any and all future holder or holders under said firm of said notes or of any of them, the following described property, to wit:

1°. A certain sugar plantation known and designated as the Homewood plantation, situated in this parish, on the left bank of Bayou Lafourche, at about four miles below the town of Thibodaux, measuring seven arpents, more or less, front by eighty arpents in depth, according to the existing lines, bounded above by lands of mortgagors, just below described, and below by lands formerly belonging to Charles C. Williams, but now belonging to Rivierè & Espanan.

2°. A certain tract of land situated in this parish on the left bank of the Bayou Lafourche at about four miles below the town of Thibodaux, measuring two arpents, more or less, in front, by eighty arpents
29 in depth, with a considerable opening of the lines as they recede from the Bayou Lafourche, bounded above by lands formerly belonging to Marcelin Adam and now belonging to François Gaudé, and below by lands of the plantation just above described, together with all the buildings and improvements thereon or in any wise appertaining to said plantation, such as dwelling-house, sugar-house, mill and engine, cabins, barns, stables, and also all live stocks on and used in the cultivation of said plantation, such as mules, horses, cattle, etc., etc., as well as all implements of husbandry now on or to be placed on said plantation during the existence of the present mortgage.

The certificate of mortgages required by article 3328 of the civil code of this State is hereby dispensed with by the parties to the present act, and I, the deputy recorder, exonerated from all responsibilities in the premises resulting from the non-production of said certificate.

The said Thomas J. Dannis, acting as aforesaid, moreover consents and agrees that the said John J. Adams & Co., or any future holder or holders under them of said notes or of any of them, shall have the
30 right to institute legal proceedings for the recovery of the amount of said notes, or of any part or portion thereof, or for the foreclosure of this mortgage in any of the district court' in the city of New Orleans, hereby expressly waiving and renouncing the benefit of appraisement and to the benefit of any laws relative thereto, or to the benefit of any laws or parts of laws relative to homestead parcelling, or laws or parts of laws requiring that debtors shall be sued and proceeded against in the parish or district wherein they reside or have their domiciles. This act importing confession of judgment entitling the said John J. Adams & Co., and any holder or holders under them of said notes or of any part thereof, to executory process, in due form of law, for the amount of said indebtedness, interest, attorney's fees, costs

and charges, and the said Thomas J. Dannis, acting as aforesaid, by these presents waives citation and legal delays as well as all appeals, this being his answer for the purpose.

And now intervenes in this act John J. Adams, esquire, of the city of New Orleans, one of the members of said firm of John J. Adams & Co., and herein representing the same, who declared and said that he
31 accepts, by these presents, the present act, under all its clauses, conditions and stipulations, for and in the name of the said firm of John J. Adams & Co., to enure as aforesaid to the benefit of any and all future holder or holders under them of said notes above described or any part thereof.

The members composing the firm of John J. Adams & Co. are named and have their domicile as follows, viz: John J. Adams, George W. West & William H. Renaud are residents of the city of New Orleans, and Jay L. Adams, esquire, is a resident of the city of New York, in the State of New York.

The United States internal revenue stamps to the amount of thirty $\frac{50}{100}$ dollars are hereto affixed and cancelled pursuant to law. Mrs. Dannis' renunciation is given in this act, but the inscription is omitted in this book.

Thus done and passed the day, month and year first above written, at my office in the town of Thibodaux.

In faith whereof the parties, witnesses, and I, the deputy recorder, have signed these presents after the reading hereof.

(Signed) T. J. DANNIS.
ANNETTE DANNIS.
JOHN J. ADAMS.

J. S. GOODE.
ALLEN J. BADEAUX.

EMILE LE BLANC,
Deputy Recorder.

32 RECORDER'S OFFICE, LAFOURCHE.

A true copy from the records of this office, inscribed in mortgage book A, pages 444 to 447, on April 2d, 1870.

Witness my hand and official seal this 25th day of May, A. D. 1875.

[L. S.] (Signed) L. JOLISSAINT,
D'y Recorder.

Filed July 28th, 1875.
(Signed) O. ROVIRA,
D'y Clerk.

Filed Dec'r 7th, 1875.
(Signed) H. FRANKLIN,
Clerk.

Sale by Mrs. Geo. W. Tucker to Thos J. Dannis, 1st April, 1871.

UNITED STATES OF AMERICA,
State of Louisiana, Parish of Lafourche:

Know all men by these presents that on this, the first day of April, A. D. one thousand eight hundred and seventy-one, before me, Emile E. Le Blanc, deputy recorder, duly named and qualified in and for the State and parish aforesaid, at my office in the town of Thibodaux, personally came and appeared Mistress Margaret Stuart Glover, wife of George W. Tucker of the said parish, here present and signing these
33 presents with her, who declared and said that she has this day sold, ceded, transferred, and conveyed, and hereby does sell, cede,

transfer, convey, and deliver unto Thomas J. Dannis, of the State and parish aforesaid, here present, accepting and purchasing for himself, his heirs and assigns, all and singular, and without any exception or reservation of any kind, the undivided half of a certain sugar plantation situate, lying, and being in the State and parish aforesaid, known as the "Homewood plantation," owned jointly with the said Thomas J. Dannis, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodeaux.

1°. Measuring seven arpents, more or less, front by eighty arpents in depth, according to the existing lines, bounded above by lands below described and below by lands formerly belonging to Charles C. Williams, now belonging to Reviere & Espenan.

2°. Another tract of land adjoining the one just described, measuring two arpents, more or less, front by eighty arpents in depth, with a considerable opening of the lines as they recede from the Bayou Lafourche, bounded above by lands formerly belonging to Marcelin Adam,
34 now belonging to François Gaudé, and below by the lands above described, the two forming one connected sugar plantation and known as "Homewood plantation," also the buildings and improvements thereon, all the mules, cattle, farming utensils, implements of husbandry, growing crops, and everything on and attached to the said plantation, without any exception or reservations of any kind. The consideration of the said sale and transfer is the assumpset which the said vendee Dannis hereby makes and takes upon himself, as follows:

1°. Of all the debts and liabilities of the firm of Dannis & Tucker, all well known to the said purchaser, who as managing partner was alone authorized to contract the same, and the amount of which is known to him.

2°. Of a mortgage debt due to the Bank of New Orleans, amounting in principal to the sum of six thousand two hundred and sixty-nine $\frac{59}{100}$ dollars, with such interest as may have accrued thereon to date.

3°. Of a mortgage debt due to Jerome Gaubert, amounting in principal to the sum of eighteen hundred and fifty-one $\frac{10}{100}$ dollars, with such interest as may have accrued thereon, which debt, however, the
35 said Dannis declares he has already paid.

4°. Of a mortgage debt due Godfrey Barnsley, amounting in principal to the sum of four thousand nine hundred and four $\frac{40}{100}$ dollars, with such interest as may accrued thereon.

All these mortgage debts being evidenced by a notarial deed passed before I. Kleber Gourdain, recorder of Lafourche, on the 7th of September, eighteen hundred and sixty-seven, recorded and inscribed in book of mortgages No. five, page five hundred and sixty-one and sequents, on the twelfth of the same month and year.

5°. Of a mortgage debt and vendor's privilege due J. Rosémond Le Blanc for the sum of two thousand dollars, with such interest as may accrued thereon, which is evidenced by a deed of sale passed before Emile E. Le Blanc, notary, on the thirty-first of December, eighteen hundred and sixty-eight, inscribed and recorded in mortgage book No. 6, on the same day, page one hundred and ninety-six.

6°. Of a mortgage in favor of John J. Adams & Co., of the city of New Orleans, for a principal sum of thirty thousand two hundred and eighty-nine $\frac{27}{100}$ dollars, with such interest as may have accrued
36 thereon, evidenced by a notarial deed passed before Emile E. Le Blanc, deputy recorder of Lafourche, on the second day of April, eighteen hundred and seventy, recorded and inscribed in book of mortgages A, page four hundred and forty-four et sequents, on the same day.

7°. A lien and privilege in favor of Beattie & Hare for the sum of five hundred and thirty-eight $\frac{20}{100}$ dollars, with such interest as may have accrued thereon.

8°. A lien and privilege in favor of Michel Guillot for the sum of three hundred and forty dollars, with such interest as may have accrued thereon.

9°. A lien and privilege in favor of Wm. Dill, for the sum of three hundred and fifty dollars, with such interest as may have accrued thereon.

10°. The delivery and transfer to the said Mrs. Tucker, vendor of her three several notes to her own order and by her endorsed; one for twelve hundred and fifty dollars, payable 1st January, 1870, one for two hundred and fifty dollars, payable March, 1870; one for, and the third, *for* seven hundred and fifty dollars, payable March, 1871, forming together two thousand two hundred and fifty dollars, evidenced by notarial deed passed before Emile E. Le Blanc, deputy recorder, on the 18th of May, 1869, the delivery and receipt of which notes the said Mrs. Tucker, vendor, hereby acknowledged, and gives acquittance and release therefor.

37

All of which assumpsit will more fully appear by the certificate of mortgages hereunto annexed and forming part of this act, which certificate comprises all the mortgages, liens, and privileges inscribed in my office against the property herein conveyed, all of which, except the one designated under number ten herein, just preceding this clause, the said Dannis, purchaser, takes upon himself and specially assumes, promising and binding himself against the same to protect and held the said Mrs. Tucker harmless.

And now came and interfered John J. Adams, of the city of New Orleans, acting for the firm of John J. Adams & Co., who does by these presents release and relieve the said vendor, Mrs. George W. Tucker, from all liability and indebtedness to the said firm, including the aforesaid mortgage, and all advances made to the said Dannis & Tucker, taking and accepting in lieu and stead of the said Mrs. Tucker the said vendee, Thomas J. Dannis, but this without releasing, impairing, changing, or novating the lien and privilege and the mortgage existing and given to secure advances and the aforesaid indebtedness to his said firm.

38

Now the said Mrs. Tucker, vendee, assisted and authorized as aforesaid, does hereby declare and acknowledge that she has this day received in cash, for which she gives full release and quittance, from the said Thomas J. Dannis, over and above the aforesaid assumpsits, the sum of two thousand in full payment and extinguishment of all the rights, claims, and privileges accorded and granted her by law under the homestead and exemption laws of the said State of Louisiana, and in consequence she does hereby relieve and release the said property and the said Dannis from all rights, claims, or privileges of homestead and exemption, declaring that she has been paid in full and in cash as aforesaid.

And the said Mrs. Tucker, aided and empowered as aforesaid by her husband, declares and acknowledges that the said Thomas J. Dannis has rendered a full, complete, and perfect account of his administration as acting partner of the firm of Dannis & Tucker, and in strict conformity to the act of partnership entered into on the twenty-ninth of December, eighteen hundred and sixty eight; that it results from the said settlement that the said partnership is indebted to the said Dannis in the sum of eight thousand dollars, from

39

which the said Dannis does hereby release and discharge the said Mrs. Tucker as a further consideration of the same and transfer as aforesaid

And the said parties, partners as aforesaid, do mutually give and grant to one another full, final, and complete release and discharge from all claims and demands they may have against one another, or against the said firm growing out of the said partnership, declaring and acknowledging that the said partnership has been fully settled to and including this date, and that all claims and demands of the respective parties are estimitated, extinguished, and settled in full, and that the said partnership is now and forever hereafter dissolved and cancelled, without any right, claim, or recourse of either party against the other; it being the meaning and intent of the parties to close and dissolve the said partnership voluntarily of their
40 own free will without any claim or demand against the other of any kind or character whatsoever, and to relieve and release one another in full as they in fact do by these presents, without exception or reservation of any kind.

And furthermore, as additional and further consideration of the sale and transfer aforesaid, and in full therefore or addition to the stipulations which precede, the said Mistress Tucker, authorized and empowered as aforesaid, declares and acknowledges to have received in cash from said Thomas J. Dannis the sum of two thousand dollars, for which she gives quittance and release.

The said vendor, Mrs. Tucker, declares herself satisfied with the assumpsit made by the said Dannis, and the mortgages, liens, and privileges existing on the said property to secure the same, and, therefore, neither returns nor reserves either mortgage or privilege under aforesaid transfer, other than these already existing as aforesaid.

The United States internal reveuue stamps to the amount of thirty-two dollars are hereto affixed and cancelled pursuant to law.

41 Thus done and passed the day, month, and year first above written, at my office in the town of Thibodaux.

In faith whereof the parties, witnesses, and I, the deputy recorder, have signed these presents, after due reading, in presence of the undersigned good and competent witnesses.

(Signed) M. S. TUCKER.
GEO. W. TUCKER.
JOHN J. ADAMS & Co.

L. AMAS ROUSSEL.
A. L. ST. MARTIN.

EMILE E. LE BLANC,
Deputy Recorder.

RECORDER'S OFFICE, PARISH OF LAFOURCHE.

A true copy from the records of my office, recorded in conveyance book No. 14, page 1, et seq., on 1st April, 1871.

The original act, after due search, could not be found amongst the records of my office, the same being lost or mislaid.

Witness my hand and official seal, at Thibodaux, La., this 28th day of July, A. D. 1875.

[SEAL.] (Signed) L. JOLISSAINT,
D'y Recorder.

Filed July 28th, 1875.
(Signed) O. ROVIRA,
D'y Clerk.

Filed Dec'r 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

42 *Agreement between J. J. Adams & Co. & T. J. Dannis, 5th May, 1871.*

THE STATE OF LOUISIANA,
Parish of Lafourche:

Know all men by these presents, that on this the fifth day of the month of May, anno Domini one thousand eight hundred and seventy-one (1871), before me, Eugene Emile Le Blanc, the duly qualified and commissioned deputy recorder of the parish of Lafourche, State above written, and in the presence of Allen J. Badeaux and and Lovincy A. Webre, good and competent witnesses, also domiciliated in said parish, personally came and appeared, 1°, John J. Adams & Co., of the city of New Orleans, a commercial partnership, domiciliated in said city, and composed of John J. Adams, George W. West, and William H. Renaud, of the city of New Orleans, and Jay L. Adams, of the city of New York, the said commercial partnership being herein represented in the person of Joseph S. Goode, a resident of the aforesaid parish of Lafourche, as their attorney at law and special agent and attorney in fact, under full and authentic power of attorney; and 2d, Thomas J. Dannis, residing in the parish of Lafourche aforesaid, which said appearers to me, the aforesaid deputy recorder, did declare and say, that by authentic act, passed and executed the second day of April, A. D. eighteen hundred and seventy (1870), before me, aforenamed deputy recorder, duly registered among the records of my office, and of which a copy duly certified is made part hereof, the present appearer of the 2d part, Thomas J. Dannis, acting therein, under the requisite authorization, as the agent and attorney in fact of the agricultural partnership of Dannis & Tucker, then domiciliated in the said parish of Lafourche, and composed of, 1°, the said Thomas J. Dannis; and 2°, Mrs. Margaret Stuart Glover, wife of George W. Tucker, did acknowledge an indebtedness, legal and just, unto the said John J. Adams & Co., parties herein of the 1° part, in the full sum of thirty thousand two hundred and eighty-nine $\frac{27}{100}$ dollars ($30,289 $\frac{27}{100}$), for which sum the said Thomas J. Dannis, acting for and on the part of said firm of Dannis & Tucker, did then and there make, execute, and subscribe, their six certain promissory notes, drawn to their own order and by themselves,
44 endorsed through their aforesaid agent, as follows, viz:

Five notes, for the sum of five thousand dollars ($5,000.00) each, maturing respectively the fifteenth of November, first of December, and twentieth of December, (1870) eighteen hundred and seventy; the tenth of January and first of February, (1871) eighteen hundred and seventy-one; and one note for the sum of five thousand two hundred and eighty-nine $\frac{27}{100}$ dollars ($5,289.27), maturing the first of March, 1871 (eighteen hundred and seventy-one), all of said notes being domiciliated at the counting-house of said John J. Adams & Co., in the city of New Orleans, and bearing interest at the rate of eight per cent. per annum from and after the twenty-third day of March, A. D. (1871) eighteen hundred and seventy .

And for the purpose of securing the full and punctual payment of said notes, with all eventual interest thereon to accrue, together with five per centum on said amount in case of suit—attorney's fees—the said Dannis & Tucker, debtors as aforesaid, through their special agent aforesaid, did specially mortgage, effect, hypothecate, and encumber, in favor of said John J. Adams & Co., or any future holder
45 of said notes, or either of them, the property hereinafter described, viz:

1°. A certain sugar plantation, known and designated as the "Homewood Plantation," situated in this parish, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodeaux, measuring seven arpents, more or less front, by eighty arpents in depth, according to the existing lines, bounded above by lands of mortgagors just below described, and below by lands formerly belonging to Charles C. Williams, but now belonging to Revierè & Espenau.

2°. A certain tract of land situated in this parish, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring two arpents, more or less, in front by eighty arpents in depth, with a considerable opening of the lines as they recede from the Bayou Lafourche, bounded above by lands formerly belonging to Marcelin Adam, and now belonging to François Gaudé, and below by lands of the plantation just above described, together with all the buildings and improvements thereon or in any wise appertaining to said plantation, such as mules, horses, cattle, etc., etc., as well as all implements of hus-
46 bandry now on or to be placed on said plantation during the existence of the present mortgage.

Appearers declare that by public and authentic act passed and executed on the first day of April, A. D. eighteen hundred and seventy-one, the aforesaid deputy recorder, and duly recorded among the records of my office, to which act special reference is here made, the party of the second part, Thomas J. Dannis, became, by valid purchase of the one-half interest in common of Mrs. George W. Tucker in and to the above-described property, became the sole and exclusive owner of said property, of which he, the said Dannis, is still the owner and possessor. That in payment of the purchase price of the one-half interest of Mrs. George W. Tucker in and to the said "Homewood Plantation," as aforesaid, the said purchaser, Dannis, did assume in his own name and liability the payment in full of the promissory notes above described, and to him alone the parties of the 1st part, the said Adams & Co., still the holders of said notes, now look for payment.

They declare that the said Thomas J. Dannis of the 2d part is
47 desirous of obtaining, and the said John J. Adams & Co., of the first part, are willing to grant, an extension of one year time for the payment of the said indebtedness, to count from the maturities of the notes aforesaid respectively. And that for this purpose they have covenanted and agreed, and they do by these presents bargain, covenant, and agree, that an extension of time for twelve months, to reckon from the respective maturities of the aforementioned six promissory notes, is hereby granted for the payment of the aforesaid indebtedness originally due by Dannis & Tucker, and now due by Thomas J. Dannis on the assumpsit as above expressed.

That in order to carry out and render practicable their agreement as aforesaid, the said party of the second part, Thomas J. Dannis, has this day made and executed his six certain promissory notes, drawn to his own order and by himself endorsed, payable and domiciliated at the counting house of John J. Adams & Co., in New Orleans, and all bearing eight per cent. interest per annum from and after the twenty-third day of March, A. D. eighteen hundred and seventy (1870), as fol-
48 lows, viz: five for five thousand dollars ($5,000.00), each maturing respectively the fifteenth of November, first of December, and twentieth of December, 1871 (eighteen hundred and seventy one), the tenth of January and first of February, 1872 (eighteen hundred and seventy-two), and one note for the sum of five thousand two hundred

and eighty-nine $\frac{27}{100}$ dollars ($5,289.27), maturing on the first of March, A. D. 1872 (eighteen hundred and seventy-two).

Which said six several promissory, notes after being formerly paraphed "Ne Varietur" by me, the deputy recorder, to identify the same with this act, were handed to John J. Adams & Co., herein represented as aforesaid by their special agent and attorney in fact Joseph S. Goode, who being here present acknowledges the due delivery thereof.

It is well understood by and between the parties that the six several promissory notes this day made and executed by Thomas J. Dannis are given simply and solely to represent and in the lieu and place of the six notes originally due by Dannis & Tucker above described, and which, being substituted as aforesaid, are returned and are made part of this act, the effect of the present agreement being simply, 1°, an extension of time for the payment of the original indebtedness without affecting the mortgage; and 2°, the recognition of said T. J. Dannis' assumpsit by the making of his individual notes in the lieu and stead of those of Dannis & Tucker.

49

It is especially agreed that nothing in the present act contained shall have even in the slightest degree the effect of novating or in anywise affecting the mortgage and special hypothecation given as aforesaid to to secure the payment of the six original notes executed by Dannis & Tucker, but that the notes presently given representing the identical debt shall be secured in every degree, and subject to the same original special mortgage granted as aforestated the 2d of April, 1870, the said mortgage to be held as valid and obligatory, both as to date and binding force, as if this act had never been passed, each and every section and clause of said mortgage to remain unaffected in any of its parts by the act presently executed.

The United States internal revenue stamps to the value of five cents are hereto affixed and canceleld pursuant to law.

In faith whereof the parties, witnesses, and I, the deputy recorder, have signed these presents after due reading hereof.

50 (Signed.) T. J. DANNIS.
J. S. GOODE,
Special Agent for John J. Adams & Co.

ALLEN J. BADEAUX.
LOVINCY A. WEBRE.

EMILE E. LE BLANC,
Deputy Recorder.

RECORDER'S OFFICE,
Parish of Lafourche:

I hereby certify the foregoing to be a true and correct copy of the original act on file in this office of record in miscellaneous book No. 5, pages 59 and seq., on May 5th, 1871.

Witness my hand and official seal at the town of Thibodeaux, La., this the 24th day of May, A. D. 1875.

[SEAL.] (Signed) L. JOLISSAINT,
D'y Recorder.

Filed July 28th, 1875.
(Signed) A. ROVIRA, *D'y Clerk.*
Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

Act of extension of time by John J. Adams & Co. to T. J. Dannis, 23d Feb'y, 1872.

STATE OF LOUISIANA,
Parish of Lafourche:

Know all men by these presents, that on this twenty-third day of the month of February, in the year of our Lord one thousand eight hundred and seventy-two, before me, Emile Eugene Le Blanc,
51 deputy recorder, duly appointed and qualified, in and for the parish of Lafourche, in the State aforesaid, therein residing, and in the presence of Mess. Allen J. Badeaux and Joseph Thimothé Ledet, good and competent witnesses also domiciliated in said parish, personally came and appeared, 1°, John J. Adams & Co., of the city of New Orleans, a commercial partnership, domiciliated in said city, and composed of John J. Adams, George W. West, and William H. Renaud, of the city of New Orleans, and J. L. Adams, of the city of New York, the said commercial partnership being herein represented in the person of Joseph S. Goode, a resident of this parish, as their attorney-at-law and special agent and attorney in fact, under special power of attorney, dated the 7th instant, at New Orleans, under private signature and hereto annexed for reference; 2°, Thomas J. Dannis, formerly of this parish and now a resident of the parish of Terrebonne, in this State, which said appearers to me, deputy recorder, did say and declare that by authentic act passed and executed the second day of April, A. D.
52 1870 (eighteen hundred and seventy), before me, aforesaid deputy recorder, duly registered among the mortgage records of my office, and of which a copy duly certified is made part hereof, the present appearer of the second part, Thomas J. Dannis, acting therein, under the requisite authorization as the agent and attorney in fact of the agricultural partnership of Dannis & Tucker, then domiciliated in the said parish of Lafourche, and composed of 1°, the said Thomas J. Dannis, & 2d Mrs. Margaret Stuart Glover, wife of George W. Tucker, did acknowledge an indebtedness, legal and just, unto the said John J. Adams & Co., parties herein of the 1° part, in the full sum of thirty thousand two hundred and eighty-nine $\frac{27}{100}$ dollars ($30,289.27), for which sum the said Thomas J. Dannis, acting for and on the part of said firm of Dannis & Tucker, did then and there make and execute and subscribe their six certain promissory notes drawn to their own order and by themselves endorsed through their aforesaid agent as follows, to wit:

Five notes for the sum of five thousand dollars ($5,000.00) each,
53 maturing respectively the fifteenth of November, first and twentieth of December, 1870 (eighteen hundred and seventy), the tenth of January and first of February, 1871 (eighteen hundred and seventy-one), and one note for the sum of five thousand two hundred and eighty-nine $\frac{27}{100}$ dollars ($5,289.27), maturing the first of March 1871 (eighteen hundred seventy one), all of said notes being domiciliated at the counting house of said firm of said John J. Adams & Co. in the city of New Orleans, and bearing interest at the rate of eight per cent. per annum from and after the twenty-third day of March, A. D. 1870 (eighteen hundred and seventy).

And for the purpose of securing the full and punctual payment of said notes with all eventual interest thereon to accrue, together with five per centum on said amount, in case of suit attorney's fees, the said Dannis & Tucker, debtors as aforesaid, through their special agent, the said Thomas J. Dannis, did specially mortgage, affect, hypothecate, and incumber in favor of said John J. Adams & Co., or any future

holder of said notes, or either of them, the property hereinafter described, viz:

54 1°. A certain sugar plantation, known and designated as the "Homewood plantation," situated in this parish, on the left bank of Bayou Lafourche, at about four miles below the town of Thibodaux, measuring seven arpents, more or less, front, by eighty arpents in depth, according to the existing lines; bounded above by lands of mortgagors just below described, and below by lands formerly belonging to Charles C. Williams, but now belonging to Rivierè & Espenan.

2°. A certain tract of land situated in this parish, on the left bank of the Bayou Lafourche at about four miles below the town of Thibodaux, measuring two arpents, more or less, front, by eighty arpents in depth, with a considerable opening of the lines as they recede from the Bayou Lafourche, bounded above by lands formerly belonging to Marcelin Adam, and now belonging to François Gaudé, and below by lands of the plantation above described, together with all the buildings and improvements thereon, or in anywise appertaining to said plantation, such as dwelling-house, sugar-house, mill and engine, cabins, barns, stables, and also all the live stock on and used in the cultivation of said plantation, such as mules, horses, cattle, etc., etc., as well as all im-

55 plements of husbandry now on or to be placed on said plantation during the existence of the said mortgage.

Appearers declare that by public act passed and executed on the first day of April, eighteen hundred and seventy-one, before me, the aforesaid deputy recorder, and duly recorded among the records in my office, to which act special reference is made herein, the party herein of the 2d part, Thomas J. Dannis, became, by valid purchase of the one-half interest in common of Mrs. George W. Tucker in and to the above-described property, the sole and exclusive legal owner of said property, of which he, the said Dannis, is still the owner and possessor.

That in payment of the purchase price of the one-half interest of Mrs. George W. Tucker in and to the said "Homewood plantation" as aforesaid, the said purchaser, Dannis, did assume in his own name and liability the payment in full of the promissory notes above described, six in number, and to him alone the parties of the 1st part, the said Adams & Co., still the holders of said notes, now look for payment.

They declare that the said Thomas J. Dannis, of the 2d part,

56 did, on the fifth day of May, A. D. 1871 (eighteen hundred and seventy-one), by public and authentic act before me, deputy recorder, and duly recorded among the records of my office, same day, obtain an extension of one year time for the payment of the said indebtedness, to count from the maturities of the notes respectively, and that in order to carry out and render practicable said extension of time as aforesaid, the said party of the second part, Thomas J. Dannis, has this day made and executed his certain promissory notes drawn to his own order, and by himself endorsed, payable and domiciliated at the counting-house of John J. Adams & Co., in New Orleans, and all bearing eight per cent. interest per annum from and after the twenty-third day of March, eighteen hundred and seventy (1870), as follows, viz:

Five for five thousand dollars ($5,000.00) each, maturing respectively the fifteenth of November, the first and twentieth of December, 1871 (eighteen hundred and seventy-one), the tenth of January and the first of February, 1873 (eighteen hundred and seventy-two), and one note of five thousand two hundred and eighty-nine $\frac{27}{100}$ dollars ($5,289.27)

57 maturing the first of March, A. D. 1872 (eighteen hundred and seventy-two), which said notes were paraphed "ne varietur" and

identified with said act of extension of time, and handed to John J. Adams & Co. in lieu and stead of the six notes given by Dannis & Tucker in the original act of mortgage first above referred to.

They declare that the said Thomas J. Dannis of the second part is desirous of obtaining, and the said John J. Adams & Co. of the first part are willing to grant a re-extension of one year's time for the payment of the said indebtedness to count from the maturities of the notes given in the said act of extension of time, before me, deputy recorder, on the 5th of May, 1871, respectively; and for this purpose they have covenanted and agreed, and they do by these presents bargain, covenant and agree that a re-extension of time for twelve months, to reckon from the respective maturities of the last above mentioned six promissory notes, is hereby granted for the payment of the aforesaid indebtedness originally due by Dannis & Tucker, and now due by Thomas J. Dannis on his assumpsit, as above expressed.

That in order to carry out and render practicable their agree-
58 ment as aforesaid, the said party of the second part, Thomas J. Dannis, has this day made and executed his six certain promissory notes drawn to his own order and by himself indorsed, payable and domiciliated at the counting-house of John J. Adams & Co., in New Orleans, La., and all bearing eight per cent. interest per annum from and after the twenty third day of March, A. D. eighteen hundred and seventy (1870), as follows, viz:

Five for five thousand ($5,000.00), each maturing respectively the fifteenth of November, first of December and twentieth of December, 1872 (eighteen hundred and seventy-two,) the tenth of January and first of February, 1873 (eighteen hundred and seventy-three), and one note for the sum of five thousand two hundred and eighty-nine $\frac{27}{100}$ dollars ($5,289.27), maturing on the 1st of March, A. D. 1873 (eighteen hundred and seventy-three).

Which six several promissory notes, after being formerly paraphed and marked "ne varietur" by me, deputy recorder, to identify the same with this act, were handed to John J. Adams & Co., herein represented
as aforesaid by their special agent and attorney in fact, Joseph
59 S. Goode, who being here present, acknowledged the delivery thereof.

It is well understood by and between the parties that the six several promissory notes this day made and executed by Thomas J. Dannis are given simply and solely to represent and in the lieu and stead of the notes, six in number, originally due and given by Thomas J. Dannis as per act of extension of time, before me, deputy recorder, on the fifth of May, 1871 (eighteen hundred and seventy-one), above described, and which being so substituted as aforesaid are returned and are made part of this act. The effect of the present agreement being simply a re-extension of time for the payment of the notes representing said indebtedness, given by the said Dannis on the 5th of May, 1871, without in any manner changing, affecting or impairing the original rights of the said John J. Adams & Co., as per first act of mortgage before me, deputy recorder, on the 2d day of April, 1870, on the above-described property.

It is especially agreed that nothing in the present act contained shall
have even in the slightest degree the effect of novating or in any
60 wise affecting the mortgage and special hypothecation given as aforesaid to secure the payment of the original six notes executed by Dannis & Tucker, but that the notes presently given representing the identical debt shall be secured in every degree and respect by the same

original special mortgage granted as aforesaid the 2d day of April, 1870, the said mortgage to be held as valid and obligatory, both as to date and binding force, as if this and the act of extension of time of the 5th May, 1871, had never been passed, each and every section and clause of said mortgage to remain unaffected in any of its parts by the act presently executed.

The United States internal-revenue stamps to the amount required by law are hereto affixed and cancelled pursuant to law.

Thus done and passed the day, month and year first above written, at my office in the town of Thibodaux.

In faith whereof the parties, witnesses, and I, the deputy recorder, have signed these presents after due reading.

(Signed) J. S. GOODE.
T. J. DANNIS.

ALLEN J. BADEAUX.
THIMOTHÉ GEDET.

EMILE E. LEBLANC,
D'y Recorder.

RECORDER'S OFFICE,
Parish of Lafourche:

61 I certify that the foregoing is true copy from the original on file in this office, duly recorded in Miscellaneous Book No. 5, page 132 et seq., on the 23d of February, 1872.

Witness my hand and official seal, at Thibodeaux, La., this 28th of July, 1875.

[L. S.] (Signed) L. JOLISSAINT,
D'y Recorder.

Filed July 28th, 1875.
(Signed) A. ROVIRA, *D'y Clerk.*

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

Act of extension of time by John J. Adams & Co. to Thomas J. Dannis, April 18th, 1873.

STATE OF LOUISIANA,
Parish of Lafourche:

Know all men by these presents that on this the 18th (eighteenth) day of the month of April, in the year of our Lord one thousand eight hundred and seventy-three, before me, Emile Eugene Le Blanc, recorder and ex-officio a notary public, duly commissioned and qualified and sworn in and for the parish of Lafourche and State aforesaid, therein residing, and in the presence of Mess. Capt. Lewis Guion and Allen J. Badeaux, good and competent witnesses, also domiciliated in
62 said parish, personally came and appeared, 1°, John J. Adams & Co., of the city of New Orleans, a commercial partnership or firm doing business and domiciliated in said city, and composed of John J. Adams, George W. West, and William H. Renaud, of the city of New Orleans, and Jay L. Adams of the city of New York, the said commercial partnership or firm being herein represented in the person of Joseph S. Goode, esquire, a resident of this parish, as their attorney at law, and special agent and attorney in fact under special power of attorney, dated on the 17th day of April, 1873, and hereto

annexed, for reference; 2°, Thomas J. Dannis, esquire, formerly resident of this parish and now a resident of the parish of Terre Bonne in this State.

Which said appearers to me, recorder. did declare and say that by authentic act passed and executed on the second day of April, A. D. 1870 (eighteen hundred and seventy), before me, then acting as deputy recorder of this parish, said act being duly registered among the mortgage records of my office in Mortgage Book A, page 444 & sequents, to which special reference is herein made, appearer of the second part, Thomas J. Dannis, acting therein under the requisite
63 authorization as the agent and attorney in fact of the agricultural partnership of Dannis & Tucker, then domiciliated in said parish of Lafourche, and composed of, 1°, the said Thomas J. Dannis, and 2°, Mrs. Margaret Stuart Glover, wife of George W. Tucker, did acknowledge an indebtedness legal and just unto the said John J. Adams & Co., parties herein of the 1° part, in the full sum of $30,289.27 (thirty thousand two hundred and eighty-nine $\frac{27}{100}$ dollars), for which sum the said Thomas J. Dannis, acting for and on the part of the said firm of Dannis & Tucker, did then and there make, execute, and subscribe their six certain promissory notes, drawn to their own order, and by themselves endorsed through their aforesaid agent, as follows:

Five notes for the sum of $5,000.00 (five thousand dollars) each, maturing respectively the fifteenth of November, first & twentieth of December, 1870 (eighteen hundred and seventy), the tenth of January and first of February, 1871 (eighteen hundred & seventy-one), and one note for the sum of five thousand two hundred and eighty-nine $\frac{27}{100}$ dollars ($5,289.27), maturing the first of March, 1871 (eighteen
64 hundred and seventy-one), all of said notes being domiciliated at the counting-house of John J. Adams & Co., in the city of New Orleans, and bearing interest at the rate of eight per cent. per annum from and after the twenty-third of March, A. D. eighteen hundred and seventy. And that for the purpose of securing the full and punctual payment of said notes, with all eventual interest thereon to accrue, together with five per cent. on said amount in case of suit, attorney's fees, the said Dannis & Tucker, debtors as aforesaid, through their special agent, the said Thomas J. Dannis, did specially mortgage, affect, and hypothecate and encumber in favor of said John J. Adams & Co., or any future holder of said notes, or either of them, the property hereinafter described, viz:

1°. A certain sugar plantation, known and designated as the Homewood plantation, situated in this parish, on the left bank of Bayou Lafourche, at about four miles below the town of Thibdeaux, measuring seven arpents, more or less, front, by eight arpents in depth, according to the existing lines, bounded above by lands of mortgagors just below described, and below by lands formerly belonging to Charles
65 C. Williams, but now or lately belonging to Revierè & Espenan.

2°. A certain tract of land situated in this parish, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodeaux, measuring two arpents, more or less, in front, by eighty arpents in depth, with a considerable opening of the lines as they recede from the Bayou Lafourche, bounded above by lands formerly belonging to Marcelin Adam and now belonging to Francois Gaudé, and below by lands of the plantation just above described, together with all the buildings and improvements thereon or in anywise appertaining to said plantation, such as dwelling-house, sugar house, mill & engine, cabins, barns, stables, and also all the live stock on and used in the cultivation of said

plantations, such as mules, horses, cattle, etc., etc., as well as all implements of husbandry now on or to be placed on said plantation during the existence of the said mortgage.

Appearers declare that by public act passed and executed on the first day of April, A. D. 1871 (eighteen hundred and seventy-one), before me, then acting as deputy recorder of this parish, which act
66 is duly recorded on the same day among the records of my office, in Conveyance Book No. 14, pages & sequents, to which act special reference is herein made, the party herein of the second part, Thomas J. Dannis, became by valid purchase of the one-half interest in common of Mrs. George W. Tucker in and to the above-described property, the sole and exclusive legal owner of said property, of which he, the said Dannis, is still the owner and possessor.

That in payment of the purchase-price of the one-half interest of Mrs. George W. Tucker in and to the said "Homewood plantation," as aforesaid, the said purchaser, Dannis, did assume, in his own name and liability, the payment in full of the promissory notes above described, six in number, and to him above, the parties of the first part, the said John J. Adams & Co., still the holders of said notes now look for payment.

They declare that the said Thomas J. Dannis of the second part, did, on the sixth day of May, A. D. 1871 (eighteen hundred and seventy-one), by public and authentic act, before me, deputy recorder of this
67 parish at that time, duly recorded, among the records of my office same day, in Miscellaneous Book No. 5, page 59 & sequents, obtained an extension of one year's time for the payment of the said indebtedness, to count from the maturities of the notes respectively, and that in order to carry out and render practicable said extension of time as aforesaid, the said party of the second part, Thomas J. Dannis, has on that day made and executed his six certain promissory notes, drawn to his own order, and by himself endorsed, payable and domiciliated at the counting-house of the said John J. Adams & Co., in the city of New Orleans, and all bearing eight per cent. interest per annum from and after the twenty-third (23d) day of March, A. D. eighteen hundred and seventy (1870), as follows, viz:

Five for five thousand dollars ($5,000.00) each, maturing respectively the fifteenth of November, first and twentieth of December, 1871 (eighteen hundred and seventy-one), the tenth of January and first of February, 1872, (eighteen hundred and seventy-two), and one for the sum of five thousand two hundred and eighty-nine $\frac{27}{100}$ dollars ($5,289$\frac{27}{100}$), maturing the first of March, A. D. 1872 (eighteen hundred and
68 seventy-two), which said notes were paraphed "Ne Varietur," and identified with said act of extension of time and handed to John J. Adams & Co. in lieu and stead of the six notes given by Dannis & Tucker in the original act of mortgage first above referred to.

Said appearers further declared that by public and authentic act on the 23d day of February, 1872, before me, then acting as the deputy recorder of this parish, which act is duly recorded in this office, in Miscellaneous Book No. 5, page 132 & sequents, to which reference is now made, Thomas J. Dannis, party of the second part, did obtain a re-extension of one year's time for the payment of the said indebtedness, to count from the respective maturities of the notes given in the said act of extension of time before me, on the 5th day of May, 1871, when acting as deputy recorder of this parish. And that in order to carry out and render practicable their agreement as aforesaid, the said party of the second part, Thomas J. Dannis, did on the date of said act of re-extension (February 23d, 1873) make and execute his six certain

promissory notes, drawn in his own order and by himself en-
69 dorsed, payable and domiciliated at the counting-house of John J. Adams & Co., in New Orleans, La., and all bearing eight per cent. interest per annum from and after the twenty-third day of March, eighteen hundred and seventy (1870), as follows:

Five for five thousand dollars each, maturing respectively the fifteenth of November, first and twentieth of December, 1872 (eighteen hundred & seventy-two), the tenth of January and first of February, 1873 (eighteen hundred and seventy-three), and one note for the sum of five thousand two hundred and eighty-nine $\frac{27}{100}$ dollars, maturing on the first day of March, A. D. 1873, (eighteen hundred and seventy-three.)

Which said six several promissory notes after being formerly paraphed and marked "Ne Varietur" by me, then acting as deputy recorder, to identify them with the said act of re extension, were handed to John J. Adams & Co., through the hands of Joseph S. Goode, esquire, their special agent and attorney in fact, who did then and there acknowledge said delivery.

And the said parties further declared that the said party of the first part, John J. Adams & Co., are still the holders and legal owners
70 of the six notes last described and referred to, and that by reason of such ownership and with the additional interest already accrued upon said notes, the said Thomas J. Dannis, party of the second part, is legally indebted unto the said John J. Adams & Co., party of the second part, in the full and entire sum of $\$40{,}291\frac{20}{100}$, (forty thousand two hundred and ninety-one $\frac{20}{100}$ dollars), which amount being fixed by accurate calculation this day made is secured as aforesaid by the act of special mortgage act of date the second April, 1870, above referred to, on the Homewood plantation above described.

And whereas the said Thomas J. Dannis is desirous of obtaining and the said firm of John J. Adams & Co. are willing to grant a still further extension of time for the payment of the above indebtedness fixed as above stated;

Now, therefore, for the purpose of carrying out their intention and to represent the said indebtedness of $\$40{,}291\frac{20}{100}$ (forty thousand two hundred and ninety-one $\frac{20}{100}$ dollars), without novation and without affecting in the slightest degree the original security for said indebtedness granted by act of date the second of April, 1870, (eighteen hun-
71 dred and seventy), the said Thomas J. Dannis has this day made and executed his twelve certain several promissory notes drawn to his own order and by himself endorsed payable at the office of John J. Adams & Co., in the city of New Orleans, La., and bearing eight per cent. interest per annum from and after their maturities respectively, viz:

Ten of said notes for the sum of three thousand five hundred dollars ($3,500.00) each, maturing as follows, to wit: Two on the 12th day of November, eighteen hundred and seventy-three, two on the first of December, eighteen hundred and seventy-three, two on the twelfth of December, eighteen hundred and seventy-three, two on the twelfth of January, eighteen hundred and seventy-four, and two on the first day of February, eighteen hundred and seventy-four; one for the sum of three thousand dollars ($3,000.00) maturing on the first day of March, eighteen hundred and seventy-four, and one for the sum of two thousand two hundred and ninety-one $\frac{20}{100}$ dollars, maturing first day of March, eighteen hundred and seventy-four, which said twelve notes, after having been formally paraphed and marked "Ne Varietur" by me, the
72 recorder, to identify the same with this act, were handed to John

J. Adams & Co., through the hands of Joseph S. Goode, their special agent and attorney in fact, who acknowledged said delivery.

It is well understood by and between the parties to this act, that the twelve notes this day made and executed by the said Dannis are intended simply and solely to represent without novating, but in the lieu and stead of the six notes given by said Dannis by act of extension of date 23d February, 1872, above referred to, and which said six notes being subdivided as aforesaid are returned to me, the recorder, and are made part of this act. The effect of the present agreement being simply an extension of time for the payment of the original debt secured by mortgage on the said "Homewood plantation," by act of date the 2d April, 1870; and it is especially agreed that nothing in the present act contained shall have even in the slightest degree the effect of novating, impairing, or affecting the mortgage and special hypothecation given as aforesaid to secure the payment of the original six notes, all
73 interest and charges due or accrued thereon, executed by Dannis & Tucker, but that the notes presently given representing the identical debt shall be and are secured in every decree and respect by the original special mortgage granted as aforestated on the second day of April, 1870, the said mortgage to be held valid and obligatory as if this act and the acts of the 5th March, 1871, and 23d February, 1872, had never been passed, each and every section and clause of said act of mortgage to remain unaffected in all of its parts by the said acts presently executed.

The parties to the present act do hereby dispense with the certificate of mortgages as required by law, and exonorate me, the recorder, from all responsibilities resulting from the non-production of said certificate.

Thus done and passed the day, month, and year first above written at my office in the town of Thibodaux.

In faith whereof the parties, witnesses, and I, the recorder, have signed these presents after due reading.

(Original signed) T. J. DANNIS.
J. S. GOODE.

LEWIS GUION.
ALLEN J. BADEAUX.

74 EMILE E. LE BLANC,
Recorder.

RECORDER'S OFFICE,
Parish of Lafourche:

I hereby certify that the foregoing and above is a true and correct copy of the original act on file and of record in this office.

Witness my hand and seal of office this 23d day of April, 1873.

[SEAL.] (Signed) EMILE E. LE BLANC,
Recorder.

Filed July 28th, 1875.
(Signed) A. ROVIRA, *D'y Clerk.*

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

Notice to pay.

THE STATE OF LOUISIANA:

15th judicial district court, parish of Lafourche.

JOHN J. ADAMS & CO. IN LIQ. *vs.* THOMAS J. DANNIS. } No. 1456.

To Thomas J. Dannis, of the parish of Terrebonne:

Please take notice, you are are hereby warned and notified to pay unto the sheriff of the parish of Lafourche, at his office in the town of Thibodaux, for the use and benefit of the plaintiff aforesaid, within three days from the service hereof, adding one day for every twenty
75 miles between your residence and the residence of the judge of the aforesaid court, the full and entire sum of thirty thousand two hundred and eighty-nine $\frac{27}{100}$ dollars, with eight per cent. interest from the 23d March, 1870, and all costs, which said amount is secured by mortgage and privilege on the following described property, viz:

1°. A certain sugar plantation known and designated as the "Homewood plantation," situated in this parish on the left bank of Bayou Lafourche, at about four miles below the town of Thibodaux, measuring seven arpents, more or less, front, by eighty arpents in depth, according to the existing lines, bounded above by lands of mortgagors just below described, and below by lands formerly belonging to Charles C. Williams, but now belonging to Rivieré & Espenan.

2°. A certain tract of land, situated in this parish, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring two arpents, more or less, in front by eighty arpents in depth, with a considerable opening of the lines as they recede from the Bayou Lafourche, bounded above by lands formerly to Marcelin Adam,
76 and now belonging to François Gaudé, and below by lands of the plantation just above described, together with all the buildings and improvements thereon, or in any wise appertaining to said plantation, such as dwelling house, sugar-house, mill and engine, cabins, barns, stables, and also the live stock on and used in the cultivation of said plantation such as mules, horses, cattle, etc., etc., as well as all implements of husbandry now on or to be placed on said plantation during the existence of the present mortgage.

And you are further warned and notified that in default of payment being made as herein required, the above-described property will be seized and sold to satisfy the amount hereinbefore stated with interest and costs in accordance with a decree of said court rendered on the 28th day of July, A. D. 1875.

Witness the honorable judge of said court this the 28th day of July, A. D. 1875.

[SEAL.] (Signed) A. ROVIRA, *D'y Clerk.*

Sheriff's return on same.

Received the within notice to pay July 25th, 1875, together
77 with a true and certified copy of the same, and proceeded to serve the same on the same day, month, and year by handing the said true and certified copy of the same to Thos. J. Dannis in person in the town of Thibodaux, the residence of said T. J. Dannis, being situated

in the parish of Terrebonne, at about eight miles from the town of Thibodaux, whereof I make this my return July 28th, 1875.

(Signed) A. ROGER, *D'y Sheriff.*

Returned and filed July 28th, 1875.

(Signed) A. ROVIRA, *D'y Clerk.*

Writ of seizure and sale.

THE STATE OF LOUISIANA:

15th jud. dist. court, parish of Lafourche.

JOHN J. ADAMS & CO., IN LIQ., *vs.* THOMAS J. DANNIS. } No. 1456.

To the sheriff of the parish of Lafourche, greeting:

You are hereby commanded, after due demand and notice of seizure, to proceed to seize and sell, pursuant to law, the following described property, to wit:

1°. A certain sugar plantation known and designated as the "Homewood plantation," situated in this parish on the left bank of
78 Bayou Lafourche, at about four miles below the town of Thibodaux, measuring seven arpents, more or less, front, by eighty arpents in depth, according to the existing lines, bounded above by lands of mortgagors just below described, and below by lands formerly belonging to Charles C. Williams, but now belonging to Rivierè & Espenan.

2°. A certain tract of land situated in this parish on the left bank of Bayou Lafourche, at about four miles below the town of Thibodaux, measuring two arpents, more or less in front, by eighty arpents in depth, with a considerable opening of the lines as they recede from the Bayou La Fourche, bounded above by lands formerly belonging to Marcelin Adam and belonging to François Gaudé, and below by lands of the plantation just above described, together with all the buildings and improvements thereon or in any wise appertaining to said plantation, such as dwelling house, sugar house, mill and engine, cabins, barns, stables and also all the live stock on and used in the cultivation of said plantation, such as mules, horses, cattle, etc., etc., as well as the implements of husbandry now on or to be placed on said plantation
79 during the existence of the present mortgage, to pay and satisfy the sum of thirty thousand two hundred and eighty-nine $\frac{27}{100}$ dollars, with eight per cent. interest from the 23d March, 1870, and all costs.

Herein fail not, and make due return of your proceedings herein.

Witness the honorable Taylor Beattie, judge of the aforesaid court, this the twenty-eighth day of July, A. D. 1875.

[L. S.] (Signed) A. ROVIRA, *D'y Clerk.*

Filed Oct. 5th, 1875.

(Signed) A. ROVIRA, *D'y Clerk.*

Filed Dec. 7th, 1875.

(Signed) H. FRANKLIN, *Clerk.*

Notice of seizure.

THE STATE OF LOUISIANA:

15th judicial district court, parish of Lafourche.

JOHN J. ADAMS & CO., IN LIQ., *vs* THOMAS J. DANNIS. } No. 1456.

To Thomas J. Dannis, residing in the parish of Terrebonne:

Take notice, that acting by virtue of an order of seizure and sale emanating from the above entitled court in the above entitled and numbered case, I have this 3d day of August, 1875, seized the following described property, to wit:

80 1°. A certain sugar plantation known and designated as the "Homewood plantation," situated in this parish on the left bank of Bayou La Fourche, at about four miles below the town of Thibodaux, measuring seven arpents more or less front, by eighty arpents in depth, according to the existing lines, bounded above by lands formerly belonging to Charles C. Williams but now belonging to Rivierè & Espenan.

2°. A certain tract of land situated in this parish on the left bank of the Bayou La Fourche, at about four miles below the town of Thibodaux, measuring two arpents more or less in front by eighty arpents in depth, with a considerable opening of the lines as they recede from the Bayou La Fourche, bounded above by lands formerly belonging to Marcelin Adam and now belonging to François Gaudé, and below by lands of the plantation just above described, together with all the buildings and improvements thereon or in any wise appertaining to said plantation, such as dwelling house, sugar house, mill and engine, cabins, barns, stables, and also all the live stock on and used in the cultivation of said plantation, such as mules, horses, cattle, etc., etc., as well

81 as all implements of husbandry now on or to be placed on said plantation during the existence of the present mortgage, to pay and satisfy the sum of thirty thousand two hundred and eighty-nine $\frac{27}{100}$ dollars, with eight per cent. interest from 23d March, 1873, and all costs. Live stock, 16 mules; implements of husbandry on said plantation, 3 wagons, 2 three-mule carts, 1 bagass cart, 9 double ploughs, 2 single ploughs, and all the tools belonging to said plantation.

You are hereby notified by these presents to come forward within three days of the service hereof, and make payments of the principal, interest, and costs of suit, otherwise I shall proceed to advertise said property for sale according to law.

And you are further notified to comply with article No. 132 of the constitution of the State of Louisiana, and the section 3451 of the revised statutes of this State, approved March 14th, 1870, and to have the said real estate known as the "Homewood Plantation" seized in the above entitled and numbered case, divided unto lots or tracts of land not less than ten and not more than fifty acres each as the law directs, and to have the same finished and the plan thereof delivered to

82 me, said sheriff, by ten days before the day of sale of the property herein seized; otherwise I will proceed to have the same made according to law.

Witness my hand officially at the parish of Lafourche this third day of August, 1875.

(Signed) L. A. WEBRE,
Sh'ff of Lafourche.

Sheriff's return on same.

Served on the 4th day of August, 1875, a true and like copy of the within notice of seizure to Thos. J. Dannis in person, in the town of Thibodaux, the residence of said Thomas J. Dannis, being situated in the parish of Terrebonne, at about eight miles from the town of Thibodaux, whereof I make this my return August 14th, 1875.

(Signed) J. N. WRIGHT,
Deputy Sheriff.

Appointment of guardian.

THE STATE OF LA.:

15th judicial district court, parish of La Fourche.

JOHN J. ADAMS & CO., IN LIQ., *vs.* THOMAS J. DANNIS. } No. 1456.

83 To J. M. Moore, residing in said parish:

Take notice that by virtue of the power vested in me by law as sheriff of the parish of La Fourche, I do hereby appoint you my lawful guardian or sheriff-keeper of the following described property, known as the Homewood Plantation, seized in the above entitled and numbered suit, to wit:

1st. A certain tract of land or sugar plantation situated in this parish on the left bank of Bayou La Fourche, at about four miles below the town of Thibodaux, measuring seven arpents, more or less, front, by eighty arpents in depth, according to the existing lines, bounded above by lands of mortgagors just below described, and below by lands formerly belonging to Charles C. Williams but now belonging to Rivierè and Espenan.

2d. A certain tract of land, situated in this parish, on the left bank of the Bayou La Fourche, at about four miles below the town of Thibodaux, measuring two arpents, more or less, front, by eighty arpents in depth, with a considerable opening of the lines as they recede from the Bayou La Fourche, bounded above by lands formerly belonging to Marcelin Adam and now belonging to François Gaudé, and below by
84 lands of the plantation just above described; together with all the buildings and improvements thereon, or in any wise appertaining to said plantation, such as dwelling-house, sugar-house, mill, and engine, cabins, barns, stables, and also the live stock on and used in the cultivation of said plantation, such as mules, horses, cattle, etc., etc., as well as all the implements of husbandry now on or to be placed on said plantation during the existence of the present mortgage.

And you are hereby authorized, empowered, and directed by these presents to hold the same in your custody and possession until you received further orders from the undersigned sheriff.

Witness my hand officially at the parish of La Fourche this third day of August, 1875.

(Signed) L. A. WEBRE,
Sheriff of La F.

Also, 16 mules; 3 wagons; 2 three-mule carts; 1 bagass cart; 9 double ploughs; 2 single ploughs; 3 four-mule ploughs; and all the tools belonging to said plantation.

Oath of guardian.

85 I, J. M. Moore, do solemnly swear (or affirm) that I will faithfully and impartially discharge and perform all the duties incumbent on me as guardian or sheriff keeper of the Homewood Plantation above described seized in the above suit, according to the best of my ability and understanding. So help me God.

(Signed) J. M. MOORE.

Sworn to and subscribed before me this 3d day of August, 1875.

(Signed) L. A. WEBRE,
Sheriff.

Notice to appoint appraisers to John J. Adams & Co.

STATE OF LOUISIANA,
Parish of Lafourche:

15th judicial district court, parish of Lafourche.

JOHN J. ADAMS & CO., IN LIQ.,
vs.
THOMAS J. DANNIS. } No. 1456.

The sheriff of the parish of La Fourche to John J. Adams & Co., in liq., residing in the city of New Orleans:

You are hereby notified to appoint your appraiser to appraise according to law the property seized in the above entitled and numbered case; to report at my office, at the court-house, in the town of Thibodaux, parish of La Fourche, on the 1st day of October, 1875, at 10 o'clock a. m.

86 Thibodaux, La., Sept. 8th, 1875.

(Signed) L. A. WEBRE,
Sheriff of La Fourche.

Acceptance of service.

Service of within accepted this 8th September, 1875.

(Signed) CLAY KNOBLOCH,
Att'y of John J. Adams & Co., in liq.

Notice to appoint appraiser to T. J. Dannis.

STATE OF LOUISIANA,
Parish of La Fourche:

15th judicial district court, parish of La Fourche.

JOHN J. ADAMS & CO., IN LIQ., *vs.* THOMAS J. DANNIS. } No. 1456.

The sheriff of the parish of La Fourche to Thos. J. Dannis, of the parish of Terre Bonne:

You are hereby notified to appoint your appraiser to appraise according to law the property seized in the above entitled and numbered case, to report at my office, at the court-house, in the town of Thibodaux, parish of La Fourche, on the 1st day of October, 1875, at 10 o'clock a. m.

Thibodaux, La., Sept. 8th, 1875.

(Signed) L. A. WEBRE,
Sheriff of La Fourche.

87 *Sheriff's return on same.*

Served on the 8th day of September, 1875, a true and like copy of the within notice to appoint appraiser to Thos. J. Dannis, in person, in the town of Thibodaux, the domicile of said Tho. J. Dannis, being situated in the parish of Terre Bonne, at about eight miles from the town of Thibodaux.

Whereof I make this my return, September 8th, 1875.

(Signed) J. N. WRIGHT,
Dy Sh'ff.

Appraisement.

THE STATE OF LOUISIANA:

15th jud. dist. court, parish of La Fourche.

JOHN J. ADAMS & CO., IN LIQ., *vs.* THOMAS J. DANNIS. } No. 1456.

We, Louis Sylvain Allain, appointed by plaintiffs, and Emile E. Le Blanc, appointed by defendant, do solemnly swear that we will carefully examine and a true appraisement make of the property pointed out to us seized in the above entitled and numbered case, according to the best of our judgment, for cash. So help us God.

(Signed) L. S. ALLAIN.
EMILE E. LE BLANC.

Sworn to & subscribed before me this 1st day of October, 1875.

(Signed) THEOPHILE THIBODAUX,
D'y Sh'ff.

88 The appraisement of Homewood plantation, made from a plan thereof hereto annexed for reference, is as follows, to wit:

Lot No. 1, valued	600 00
Lot No. 2, valued	600 00
Lot No. 3, valued	600 00
Lot No. 4, with buildings, valued	1,500 00
Lot No. 5, " " "	1,200 00
Lot No. 6, with sugar-house, etc., valued	2,500 00
Lot No. 7, " buildings, "	800 00
Lot No. 8, valued	800 00
Lot No. 9, "	400 00
Lot No. 10, "	400 00
Lot No. 11, "	400 00
Lot No. 12, "	500 00
Lot No. 13, "	500 60
Lot No. 14, "	500 00
Lot No. 15, "	500 00
Lot No. 16, "	500 00
	12,300 00
15 mules, @ $75 each, valued	1,125 00
3 wagons, valued	150 00
2 three-mule carts, valued	80 00
1 bagass cart, "	15 00
9 double ploughs, "	40 00
2 single ploughs, "	8 00
3 four-mule ploughs, "	15 00
Cane knives, spades, etc. "	30 00
Total	$13,763 00

89 Thibodaux, October 1st, 1875.
(Signed) G. I. ALLAIN.
EMILE E. LEBLANC.

Sheriff's return on fi. fa.

THE STATE OF LOUISIANA:

15th jud. dist. court, parish of Lafourche.

JOHN J. ADAMS & CO., IN LIQ., *vs.* THOMAS J. DANNIS. } No. 1456.

Received the within writ of seizure and sale July 28th, 1875, and executed it on the third day of August, of the same year, by seizing the property as fully described in the notice of seizure hereto annexed, of which seizure the defendant, Thomas J. Dannis, was duly notified, as shown per return endorsed on the back of said notice of seizure, hereto annexed, but the legal delay having expired, and he failing to comply with the requisites of the law, I advertised the said property for sale on the 28th day of August, 1875, by insertion of notice in the Lafourche Republican, the official and legal journal of the parish of Lafourche, and by posting up advertisements at the court-house door and at divers other public places on said parish, wherein a full description of the

property was embodied, the time, place, terms, and conditions of
90 the sale and all other the requisites of a legal advertisement, the day of sale fixed for Saturday, the 2d day of October, 1875, between the hours of 11 o'clock a. m. and 4 o'clock p. m., at the court-house in the town of Thibodaux.

Terms of sale, cash on the spot in *motion* States Treasury notes.

On the 1st day of October, 1875, previous to the day of sale, the property having previously been subdivided according to law by Pierre A. Thibodaux, surveyor, as will fully appear by the plan hereto annexed; then, on the 2d day of October, 1875, between the hours of 11 o'clock a. m. and 4 o'clock p. m., I repaired to the court-house aforesaid, and then and there being, I read in a loud and audible voice before a large gathering of people the aforesaid advertisements, and the certificates of mortgages granted by the recorder of said parish on the 2d day of October, 1875, which certificate is hereto annexed and making part of the return.

I then offered the property for sale and so continued to offer the same in separate and distinct tracts according to the plan of survey, when John J. Adams became the last and highest bidder, for and in consideration of the sum of seventeen thousand five hundred and nine-
91 teen dollars ($17,519.00), as is described in sketch and diagram hereto annexed.

The said John J. Adams then submitted to me the written powers of attorney of John J. Adams & Co., in liq., the seizing creditors, authorizing and empowering him to bid in the property in his individual name for the use and benefit of said seizing creditors, and authorizing over and above the legally subsisting preferred privileges and mortgages to retain the balance of the amount of adjudication in part satisfaction of the writ herein. Whereof the said John J. Adams tendered the following amount of money, to wit:

One thousand and thirty eight $\frac{34}{100}$ dollars	$1,038 34
To pay sheriff's fees	141 64
printer's fees	40 50
clerk's fees	20 00
recorder's "	34 00
surveyor's "	118 00
appraiser's "	8 00
guardian " 61 days @ $2.00 per day	122 00
State & parish taxes, 1874	326 95
R. R. McBride, holder of a note of $500 secured by mortgage, fourthly described on certificate of mortgages, to pay balance due on said note	227 25
	$1,038 34

92 And he claims the balance of proceeds to pay privileges, etc., in favor Thos. McDermott, secured on present crop, for advances, amounting to $4,000.00 (four thousand dollars), and the remainder, to wit, the sum of twelve thousand four hundred and eighty $\frac{66}{100}$ dollars, to be credited on the writ herein. The said John J. Adams, acting for himself and for the firm of John J. Adams & Co., in liq., claimed that the following mortgages, appearing on the certificate of mortgages, were no longer valid mortgage; that the same were prescribed, paid, and had been purged by execution of the judgment in suit of Bank of New Orleans vs. Tucker & Bros., and suit of J. Rosémond Le Blanc vs. Tucker, viz:

1°. The judicial mortgage of Bank of New Orleans resulting from inscription of judgment on 30th September, 1867. This judgment was executed, and the title of Tucker Bros., judgment debtors, was fully divested.

2°. Judicial mortgage of R. & E. L. Tanner & Co., purged by execution at suit of Bank of New Orleans vs. Tucker Bros.

3d. Conventional mortgage of J. Benoit Richard is paid nd
93 the Richard heirs so acknowledged.

9th. A judicial mortgage in favor of Goodrich & Co., also purged by the sale and adjudication at suit of Bank of New Orleans vs. Tucker Bros.

10th. Judicial mortgage of Gobert and als. (being conventional mortgage of Richard, see No. 3, is paid.)

I thereupon refused the tender made to me, as aforesaid, by John J. Adams, who claimed that his firm had the first mortgage in the property, with the exception of the small balance aforesaid due R. R. McBride, the other of $1,500\frac{00}{100}$ concurring with that of R. R. McBride being in hands of plaintiffs in execution, and I refused to complete the adjudication to said John J. Adams and to give him possession.

Whereupon the said John J. Adams, stating that he acted for his firm, notified me that he would rule me and all parties on interest to compel a completion of the adjudication and the erasure of all mortgages.

I retain possession of the property. I then continued to keep said writ during the time prescribed by law, and the seventy days expired this day. I therefore return this writ to court, retaining a true
94 and correct copy for further proceedings.

October 5th, 1875.

(Signed) L. A. WEBRE, *Sheriff.*

Filed October 5th, 1875.

(Signed) A. ROVIRA, *Dy Clerk.*

Rule on sheriff and recorder to show cause.

15th judicial district court, parish of Lafourche.

JOHN J. ADAMS & CO., IN LIQ., *vs.* THOMAS J. DANNIS. } No. 1456.

Now comes into court, by their undersigned counsel, the plaintiffs in above entitled and numbered suit, viz, the commercial firm of John J. Adams & Co., in liquidation, of the city of New Orleans, composed of John J. Adams, George W. West, and William H. Renaud, of the said city, and Jay L. Adams, of the city and State of New York, who represent to this honorable court that by virtue of executory process issued in the said suit, to satisfy and pay the sum of thirty thousand two hundred and eighty-nine $\frac{20}{100}$ dollars & interest @ 8% from 23d March, 1870, the relators (plaintiffs in said suit) and secured by conventional
95 mortgages under the fact de non alicuando, as per notarial act before Emile E. LeBlanc, late deputy recorder of the parish of Lafourche, dated, passed, and executed and duly recorded in mortgage records of said parish of Lafourche on the 2d day of April, A. D. 1870, on the following described property, to wit:

1°. A certain sugar plantation known and designated as the "Homewood plantation," situate in the parish of Lafourche, on the left bank of

bayou Lafourche, at about four miles below the town of Thibodaux, measuring seven arpents, more or less, front, by eight arpents in depth, according to the existing lines, bounded above by lands of mortgagors, below described, and below by lands formerly belonging to Charles C. Williams, but now (April 2d, 1870) to Rivierè & Expenan.

2°. A certain tract of land situate in this parish, on the left bank of the bayou Lafourche, at about four miles below the town of Thibodaux, measuring two arpents, more or less, front, by eight arpents in depth, with a considerable opening as they recede from the bayou Lafourche, bounded above by lands formerly belonging to Marcelin Adams, and now (April 2d, 1870) to François Gaudé, and below by land of the plantation
96 just described, together with all the buildings and improvements thereon, or in anywise appertaining to said plantation, such as dwelling-house, sugar-house, mill and engine, cabins, barns, stables, and also all the live stock on and used in the cultivation of said plantation, such as mules, horses, cattle, etc., etc., as well as all implements of husbandry now on or to be placed on said plantation during the existence of the present mortgage.

The said property, mules, and improvements, etc., were duly seized, advertised for sale, the landed property divided into lots in conformity to law, and all other forms of law fully complied with, and the day of sale fixed for Saturday, October 2d, 1875, according to law. That on said day of sale your relators, through their said members, John J. Adams, were the last and highest bidders for the sum of seventeen thousand five hundred and nineteen dollars for all aforesaid property; that they then & there offered to comply with their bids by paying the sum of one thousand and thirty-eight $\frac{34}{100}$ dollars, to satisfy the costs, taxes, and valid mortgages prior in rank to that of relators, but that Lovincy
97 A. Webre, sheriff of the parish of Lafourche, refused to complete the adjudication on the ground that the certificate of mortgages showed the existence of judicial mortgages in favor of the Bank of New Orleans, Jerome Gaubert & als., Goodrich & Co., and E. L. Tanner & Co., as all that is aforesaid will more fully appear by reference to record in said suit No. 1456, on the docket of this honorable court, and by reference to the notarial acts made part of said record, and by the process verbal and return of the sheriff; all of which are specially made part hereof.

Your relators now aver, 1°. that the mortgage claim of Jerome Gaubert & als. has been paid long since and prior to the aforesaid sale, and said Jerome Gaubert & als. acknowledged payment. 2d. That as regards the judicial mortgage of the Bank of New Orleans and Goodrich & Co. and E. L. Tanner & Co., the facts are as follows: The Bank of New Orleans, in suit No. 578, on the docket of the late 3d present 15th judicial district court, recovered judgment on the day of June, 1867, against the Tucker Bros., then owners of Homewood plantation, for $5,000, with
98 8% int. from Feb'y 15th, 1861, and 5% attorney's fees, with special mortgage recognized on the whole nine arpents by eighty deep, as per act before J. K. Gourdain, recorder, dated 24th February, 1860, inscribed on that day and never reinscribed; that said judgment was executed, the property seized and was sold and adjudicated September 7th, 1867, to A. M. Cummings, for $13,025, and the title of Tucker Bros. fully divested; and that, as will appear by said record 578 and the proces verbal of adjudication and the certificate of mortgages on file and attached to said proces verbal, the effect of the adjudication purged, erased, and cancelled the previous mortgages of Goodrich & Co. and E. L. Tanner & Co., in so far as the same affected Homewood

plantation. That all said judicial mortgages are no longer valid and should be erased and cancelled from the mortgage records of the parish of Lafourche, in so far as they affect Homewood plantation described aforesaid and composed of these several tracts of lands &c., but that Louis J. Comeau, recorder of the parish of Lafourche, refuses to erase said mortgages except under order of court, and that until said mortgages are erased the sheriff of Lafourche will not complete adjudica-
99 tion to relators and will not give possession to relators, the sheriff still holding the possession of the property.

1st. Relators further aver that the affairs of the Bank of New Orleans are now in the hands of Nicolas W. Casey, of the city of New Orleans, receiver, appointed under the national bank act; and that he is the proper party on whom to serve copy hereof and of order on same.

2d. That the firm of Goodrich & Co. is a commercial firm of the city of New Orleans, and composed of John C. Goodrich, Henry L. Goodrich, and Byron M. Pond, all of said city of New Orleans.

3d. That the firm of R. & E. L. Tanner (not E. L Tanner & Co., as by clerical error stated aforesaid) is composed of Robert Tanner and Edward L. Tanner, of the parish of Rapides.

4th. Jerome Gaubert & als., referred to above, are Jerome Gaubert and Marcelin Richard, of the parish of Lafourche.

Wherefore relators move that copies hereof and of order on same be duly served, on 1st, Nicholas W. Casey, received of the Bank of New Orleans; 2d, Louis J. Comeaux, recorder of the parish of Lafourche; 3d, Goodrich & Co., of New Orleans; 4th, R & E. L. Tanner, of Rapi-
100 des; and 5th, Jerome Gaubert and Marcelin Richard, of the parish of Lafourche, and finally on L. A. Webre, sheriff of the parish of Lafourche; that the said parties be ruled to show cause, on a day to be fixed by this honorable court, why the mortgages appearing of record in the name of Bank of New Orleans, Goodrich & Co., R. & E. L. Tanner, and Jerome Gaubert & als. should not be erased and cancelled in so far as the same affect Homewood plantation, mules, implements, etc., fully described in foregoing; and why on petitioners paying the sum dollars to satisfy, 1st, prior mortgage of R. R. McBride; 2d, cost of court, and, 3d, taxes, the sheriff of the parish of Lafourche should not complete the adjudication to John J. Adams, for the use and benefit of relators, and give him possession of the property.

(Signed) CLAY KNOBLOCK,
Att'y of Relators.

Filed October 19th, 1875.
(Signed) A. ROVIRA, *D'y Clerk.*

Order.

Let a rule issue as prayed for, and let the parties in interest be
101 cited to answer hereto on the first Monday of December, 1875, at 12 o'clock meridian. Done at chambers, at the parish of Lafourche, October 19th, 1875.

(Signed) TAYLOR BEATTIE.
Judge 15th Judicial District Court.

Acceptance of service by recorder and sheriff.

Service of within & order on same accepted this 19th October, A. D. 1875.

(Signed) L. J. COMEAUX,
Recorder Parish of Lafourche.
L. A. WEBRE, *Sheriff.*

Recorder's certificate.

STATE OF LOUISIANA,
Parish of Lafourche:

State of Louisiana, 15th judicial district court, parish of Lafourche.

JOHN J. ADAMS & CO., IN LIQ., *vs.* THOS. J. DANNIS. } No. 1456.

RECORDER'S OFFICE.

I, the undersigned deputy recorder in and for the parish and State aforesaid, do hereby certify that from the records of this office the hereinafter described mortgages, privileges, &c., exist, and bears upon the following-described property, in the name of Thomas J. Dannis:

DESCRIPTION OF PROPERTY.

102 1. A certain sugar plantation known and designated as the Homewood plantation, situated in this parish, on the left bank of Bayou Lafourche, at about four miles below the town of Thibodaux, measuring seven arpents, more or less, front, by eighty arpents in depth, according to the existing lines, bounded above by lands of mortgagors just below described, and below by lands formerly belonging to Charles C. Williams, but now belonging to Rivière & Espenau.

2. A certain tract of land situated in this parish, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring two arpents, more or less, in front, by eighty arpents in depth, with a considerable opening of the lines as they recede from the Bayou Lafourche, bounded above by lands formerly belonging to Marcelin Adam, and now belonging to François Gaudé, and below by lands of the plantation just above described. Together with all the buildings and improvements thereon, or in anywise appertaining to said plantation, such as dwelling-house, sugar-house, mill and engine, cabins, barns, stables, and also all the live stock on and used in the cultivation of said plantation, such as mules, horses, cattle, etc., etc., as well as
103 all implements of husbandry now on or to be placed on said plantation during the existence of the present mortgage.

1°. A judicial mortgage in favor of Bank of New Orleans vs. Tucker Bros., in suit No. 578, on the docket of the late 3d judicial district court, parish of Lafourche, for $5,000.00, with eight per cent. interest from 15th Oct., 1861, rendered June 28th, 1867. It appears from records of my office that this judgment was executed, and the above described sugar plantation of seven arpents front (including the upper two arpents) by eighty arpents in depth was seized, sold, and adjudicated to A. N. Cummings. The title to the Tucker Bros. fully divested as per adjudication of sheriff. Inscribed 30th Sept., 1867.

2°. A judicial mortgage in favor of R. & E. L. Tanner vs. G. W. Tucker, No. 507, on the docket of the late 3d district court, for $10,897.40 with 8% interest from 1st Dec., 1863. Inscribed June 28, 1867. This mortgage seems to be purged by judicial sale under the judgment of Bank of New Orleans.

3d. A conventional mortgage in favor of J. Benoit Richard, with vendor's privilege, on the lower three arpents, by eighty of the afore-
104 said lands, to secure the payment of a note of $3,008.33, payable

in March, 1858, with8 % int. after maturity until paid. Inscribed February 27th, 1855; reinscribed Dec. 23d, 1865.

4. A conventional mortgage in favor of J. Rosemond Le Blanc, to secure two notes; 1°, for $500.00 due in March, 1870; 2d, for $1,500.00 due in March, 1871, with interest at 8% from their respective maturities. This mortgage effects with vendor's lien on the upper two arpents by eighty arpents deep of the aforesaid plantation. Inscribed Dec. 31st, 1868.

5. A conventional mortgage in favor of John J. Adams & Co., to secure $30.289.20c., with 8% (per cent.) interest thereon, from 23d March, 1870, and 5% attorney's fees. This mortgage effects the whole plantation, nine arpents front by eighty arpents in depth. Inscribed April 2d, 1870.

6. Bond of Thomas J. Dannis, dative tutor of the minors Mary, Heloise, and Laura Anna Dannis, for $20,000.00 *dollars*. Inscribed March 4th, 1871.

7th. A privilege in favor of John J. Adams & Co. for $7,000.00, for advances on Hurarde plantation for the year 1874. Inscribed June 29th, 1874.

105 8th. A privilege on crop on the Hurarde plantation in favor of Thomas McDormott, for $4,000.00, for advances for the year 1875. Recorded April 2d, 1875.

9°. A judicial mortgage in favor of Goodrich & Co. against Williams & Tucker, for 835\frac{24}{100}$, with 8% int. from 2d April, 1860, and costs of suit & protest. Inscribed January 3d, 1866.

This mortgage seems to have been purged by judicial sale, at suit of Bank of New Orleans vs. Tucker Brothers. See No. 1.

10th. A judicial mortgage in favor of Jerome Gaubert & others, on the lower three arpents by 80 arpents deep, recognizing vendor's privilege for $1,100, with 8% int. from 3d April, 1867, until paid, and costs. This mortgage covers the one 3d described above. Inscribed 14th July, 1866.

11. A privilege resulting from an act under private signature, dated April 2d, 1875, authenticated, consented by Thomas J. Dannis, in favor of Thomas McDormott, for the sum of $4,000.00, as per advances to raise a crop, during the year 1875. Inscribed April 2d, 1875.

12°. The inscription of tax collector book for taxes recorded for the year 1874, for State taxes, $215.32½, and $111.37½ parish taxes, and 25c. collector's fees. Inscribed 21st June, 1875.

106 Witness my hand and official seal, at Thibodaux, Louisiana, this 2d day of October, 1875.

[L. S.] (Signed) L. R. CURTIS,
Dy Recorder.

Filed October 19th, 1875.
(Signed) A. ROVIRA, *Dy Clerk.*

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

Citation on rule.

STATE OF LOUISIANA:

15th judicial district court, sitting in and for the parish of Lafourche.

JOHN J. ADAMS & CO., IN LIQ., *vs.* THOMAS J. DANNIS. } No. 1456.

To Goodrich & Co., of the city of New Orleans, parish of Orleans:

You are hereby summoned to comply with the prayer of the rule, a

true and faithful copy whereof accompanies this citation, or show cause in writing, with the clerk of said court, at his office in the town of Thibodaux, on the 1st Monday of December, A. D. 1875, by 12 o'clock meridian, why said rule should not be made absolute.

Witness honorable Taylor Beattie, judge of said court, granted under the impress of the seal of said court, and my official signature,
107 this the nineteenth day of the month of October, A. D. 1875.

[L. S.] (Signed) A. ROVIRA,
D'y Clerk.

Sheriff's return on same.

Rec'd, Oct'r 22d, 1875, and on the same day, month and year I served a copy of within citation & accompanying petition on Goodrich & Co., through Byron M. Pond, a member of said firm, in person.

Ret'd same day.

Sh'ff's fee, $2.

(Signed) JOHN GOFFNEY,
D'y Sh'ff Parish of Orleans.

Received & filed Oct. 25th, 1875.

(Signed) H. FRANKLIN, *Clerk.*

Filed Dec. 7th, 1875.

(Signed) H. FRANKLIN, *Clerk.*

Citation on rule to N. W. Casey, receiver.

STATE OF LOUISIANA:

15th judicial district court sitting in and for the parish of Lafourche.

JOHN J. ADAMS & CO., IN LIQ., *vs.* THOMAS J. DANNIS. } No. 1456.

To Nicholas W. Casey, of the city of New Orleans, parish of Orleans, receiver of the Bank of New Orleans:

You are hereby summoned to comply with the prayer of the
108 rule, a true and faithful copy whereof accompanies this citation, or to show cause, in writing, with the clerk of said court, at his office in the town of Thibodaux, on the first Monday of December, A. D. 1875, by 12 o'clock meridian, why the said rule should not be made absolute.

Witness honorable Taylor Beattie, judge of said court, granted under the impress of the seal of said court, and my official signature, this the nineteenth day of the month of October, A. D. 1875.

[L. S.] (Signed) A. ROVIRA,
D'y Clerk

Sheriff's return on same.

Rec'd, Oct'r 22d, 1875, and on the same day, month and year I served a copy of within citation and accompanying petition on Nicholas W. Casey, receiver of the Bank of New Orleans, in person.

Ret'd same day.

Sh'ff's fee, $2.00.

(Signed) JOHN GOFFNEY,
D'y Sheriff Parish of Orleans.

Received & filed October 25th, 1875.

(Signed) A. ROVIRA,
D'y Clerk.

Filed Dec. 7th, 1875.

(Signed) H. FRANKLIN,
Clerk.

109 *Citation on rule to Jerome Gaubert and Marcelin Richard.*

STATE OF LOUISIANA:

15th judicial district court sitting in and for the parish of Lafourche.

JOHN J. ADAMS & CO., IN LIQ., *vs.* THOMAS J. DANNIS. } No. 1456.

To Jerome Gaubert & Marcelin Richard, of the parish of Lafourche:

You are hereby summoned to comply with the prayer of the rule, a true and faithful copy whereof accompanies this citation, in writing, with the clerk of said court, at his office, in the town of Thibodaux, on the first Monday of December, A. D. 1875, by 12 o'clock, meridian, why the said rule should not be made absolute.

Witness honorable Taylor Beattie, judge of said court, granted under the impress of the seal of said court and my official signature, this the nineteenth day of the month of October, A. D. 1875,

[L. S.] (Signed) A. ROVIRA, *D'y Clerk.*

Sheriff's return on same.

Received the within citation Oct. 21st, 1875, together with a
110 true and certified copy of the same, and of the rule to show cause filed in this case, and on the 22d day of the same month and year proceeded to serve the same, by handing the said true and certified copy of the same and of the rule to show cause filed in this case, to Jerome Gaubert, in person, at his domicile, situated in the parish of Lafourche, left bank of Bayou Lafourche, at about five miles below the town of Thibodaux. Whereof I make this my return Oct. 22d, 1875.

(Signed) J. N. WRIGHT, *D'y Sheriff.*

Filed & received Oct. 27th, 1875.

(Signed) H. FRANKLIN, *Clerk.*

Filed Dec. 7th, 1875.

(Signed) H. FRANKLIN, *Clerk.*

Exception and answer.

15th judicial district court, parish of Lafourche.

JOHN J. ADAMS & CO. *vs.* THOMAS J. DANNIS. } No. 1456.

Comes now N. W. Casey, receiver of the New Orleans National Banking Association, made a party to the rule herein taken by the said plaintiff on the 19th day of October, 1875, and excepting, says:

111 1°. That he denies the jurisdiction of this honorable court, because, he says, that on or about the 1st day of July, 1871, the said Bank of New Orleans was changed and converted into the New Orleans National Banking Association, under the provisions of the act of Congress, now called the national bank act, and succeeded to all its rights in the premises, and is located in the parish of Orleans and city of New Orleans, and can be sued only in the United States circuit court or in a

State, county, or municipal court in the county or city in which said association is located.

2°. That he denies the jurisdiction of this honorable court to proceed by rule herein to adjudicate the rights and privileges of the corporation represented by him, and avers that the proper proceedings of the plaintiffs in rule herein is by direct action.

3°. That proper and necessary partjes to these proceedings are not before court, without whom this court cannot proceed to try the issues herein raised.

And in case his said exceptions shall be overruled, and reserving the benefit thereof, he pleads a general denial to each and every allega-
112 tion therein contained, except so far as hereinafter admitted; and further answering, he avers that true it is that the Bank of New Orleans, to whose rights the said association has succeeded, obtained a certain judgment, as alleged in rule herein, against Tucker Bros., and caused the same to be recorded in the parish of Lafourche, so as to bear upon the property described in rule herein, and is now of record in said parish.

And further answering says that said judgment has never been paid or satisfied, and is now in full force and effect, and that the mortgage resulting from the recordation of said judgment is a good and valid lien upon the aforesaid property, and has been recognized and acknowledged as such by pl'ffs in rule, and should not be erased and cancelled as prayed for by pl'ffs in rule.

Wherefore this respondent prays that said rule be discharged at the costs of said pl'ffs. And he prays for all and general and equitable relief.

(Signed) J. D. ROUSE,
ANDREW J. MURPHY,
Att'ys for Casey, Receiver.

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

113 *Evidence.*

15th jud. dist. court, parish of Lafourche.

JOHN J. ADAMS & CO. *vs.* THOMAS J. DANNIS. } No. 1456.

Evidence on trial of rule.

Marcelin Richard sworn, says:

Witness being shown document marked A, says:

I am one of the pl'ffs in that suit, & I know that the judgment has been satisfied in full. It was really an extension of the debt originating from an act of sale passed on the 27th Feb'y, 1855, by Jos. Benoit Richard & others to Geo. W. Tucker, Pascal Edward Tucker & Miss Sarah Louisa Tucker.

Record No. 487 offered in evidence.

Jerome Gaubert, being sworn, corroborate the testimony of Marcelin Richard, & both consent that the mortgage should be erased and cancelled.

Whole record No. 1456, 15th dist. court of Lafourche, and all notarial acts and notes, together with all the certificates appended to said notarial acts, viz, notes marked A to Y.

114 Certificate of mortgage of record in suit No. 1456. Whole record, No. 578, Bank of N. O. vs. Tucker Bros., particularly the notes sued on, copy of notarial act, and the certificate of mortgates. Writ of fl. fa. Proces verbal of adjudication, and sheriff's return in suit No. 578.

Certified copy of adjudication in suit No. 578, together with certificate of registry thereto appended; copy of mortgage of Robt. Tucker to Tucker Bros., together with certificate of recorder there appended; application of John J. Adams & Co., for cancellation of mortgages, together with certificate of recorder thereto appended.

On part of defendant in rule:

Judgment in suit No. 578.

Copy compromise & agreement between A. N. Cummings & J. Gaubert & als.; certificate of mortgages bearing on Homewood plantation, dated 15th July, 1875.

ADMISSION.—It is admitted by pl'ffs in rule that on the 1st July, 1871, the Bank of New Orleans was changed and converted into the N. O. National Banking Association under the provisions of the acts of Congress now called the national bank act, approved June 3d, 1864, & succeeded to all the rights in the premises, and is located in the city
115 of New Orleans, parish of Orleans, in this State.

N. W. Casey sworn, says:

I am the receiver of the N. O. National Bank Association. I addressed several communications to Mr. T. J. Dannis, owner of Homewood plantation, requesting payment of the amount due under the judgment rendered by the late 3d now the 15th jud. dist. court in the suit of Bank of New Orleans vs. Tucker Bros., No. 578 on the docket of said court, and I had also had personal interviews with him in regard to the same, and he has promised to pay a portion provided he could get advances made to him wherewith to pay; he never denied the debt; he has never paid or satisfied that judgment and the claim thereunder. Mr. Renaud, as the representative of the firm of John J. Adams & Co., has had interviews with me, and endeavored to purchase the claim of the Bank of New Orleans, now the N. O. National Banking Association.

Witness being shown letter marked X, stated that he received it from John J. Adams & Co.

Letter marked X offered in evidence by def't. Pl'ff in rule objected on the ground of irrelevancy.

It was in the spring of 1875 that I had an interview with Mr.
116 Dannis, and he admitted that the judgment and the claim of the bank was not satisfied. I have never received anything from him since then.

On part of plaintiffs in rule:

R. R. McBride sworn, says:

Witness, being shown note marked Y, says:

On the day of sale in this case there was due on this note $277.25.

It is admitted that the note is the note of $500.00 mentioned under No. 4 of the certificate of mortgages; note marked Y offered in evidence by pl'ffs in rule.

T. Beattie sworn, says:

I know the Tucker Bros., & was familiar with their business, & recoverved a judgment in the suit of R. & E. L. Tanner vs. Geo. W. Tucker for a large amount. The only property that I have ever known the Tucker Bros. to own is a plantation about 3 miles below Thibodaux.

Dr. Geo. W. Tucker is now a resident of Texas. Pascal was in this parish some months ago. I think that Pascal Tucker left here several years ago, & lived in the parish of Terrebonne. Mrs. Louisa Tucker is, or was, a resident of the State of Mississppi several
117 years ago.

On part of defendant in rule: 3 letters marked 1, 2, & 3 & 4, offered in evidence by defendant in rule.

Evidence closed this seventh day of December, 1875.

(Signed) H. FRANKLIN, *Clerk.*

Filed Dec. 7th, 1875.

(Signed) H. FRANKLIN, *Clerk.*

Mortgage by Tucker Bros. to Robt. Tucker, 24th Feb'y, 1860.

UNITED STATES OF AMERICA:

State of Louisiana, Parish of Lafourche:

Know all men by these presents that on this twenty-fourth day of the month of February, in the year of our Lord one thousand eight hundred and sixty, and of the American Independence the 84th year, before me, Joseph Kleber Gourdain, recorder and ex officio a notary public, duly commissioned and qualified, in and for the parish and State aforesaid, therein residing, and in the presence of Messrs. Victor Richard and Edward J. Bruff, good and competent witnesses, also domiciliated
118 in said parish, personally came and appeared Dr. George Washington Tucker, of this parish, acting herein in his own name, and as the agent of Paschal E. Tucker, of this parish, and Mrs. Sarah L. Tucker, wife of William K. Douglass, of the parish of St. Martin, in this State, by virtue of a power of attorney, executed before me, the recorder, on the seventeenth day of December last past, and the said parties are the members of the agricultural firm of Tucker Bros., of this parish.

Which said appearer, acting as aforesaid, declared and acknowledged that he and his said constituents are justly and truly indebted unto Mr. Robert Tucker, of this parish, in the full sum of twenty thousand dollars for value received, for which he has furnished four several promissory notes under this date, drawn by the said Tucker Brothers to the order of Robert Tucker, and by himself endorsed, and each for the sum of five thousand dollars, payable at the Bank of New Orleans, in the city of New Orleans, as follows: One on the first December, and one on the 20th December, eighteen hundred and sixty; one on the 20th January and the other on the 15th day of February, in the year
119 eighteen hundred and sixty-one. All of said notes bearing eight per cent. per annum interest from their repective maturities if then not punctually paid. Which said notes were by me paraphed "Ne Varietur," to identify them with this act, and delivered to the said Robert Tucker, who acknowledged the receipt thereof.

And in case it shall become necessary to institute legal proceedings for the recovery of the amount of the notes or any part thereof, the said Tucker Brothers, represented as aforesaid, do hereby agree and bind themselves to pay the fees of the attorneys at law who may be employed for that purpose, which fees are hereby fixed at five per cent. on the amount sued for.

Now, therefore, in order to secure the full and punctual payment of the said notes at maturity, and of all eventual interest and attorneys' fees as above stipulated, the said Tucker Brothers, represented as aforesaid, moreover declared that they do by these presents mortgage, affects,

and specially hypothecate in favor of the said Robert Tucker, present and accepting for himself or any future holder or holders of the said notes, all and singular the following described property and slaves, to wit:

120 1°. A certain sugar plantation situated in this parish, on the left bank of Bayou Lafourche, at about four miles below the town of Thibodaux, measuring nine arpents more or less front by eighty arpents in depth, according to the existing lines, bounded above by the lands of Gaudé Bros. & Co., and below by those of Robert & J. H. Tucker; together with all the buildings and improvements thereon, dwelling-house, sugar-house, mill, and engine, cabins, etc.

2°. The following named and aged slaves, to wit:

Cornelius, a negro man, aged about 43 years.
Jim, a negro man, aged about 32 years.
Houvey, a mulatto, aged about 20 years.
Lewis, a griff, aged about 34 years.
Henry, a griff, aged about 18 years.
Lucilius, a mulatto, aged about 23 years.
Tom, a negro man, aged about 26 years.
Lucy, a mulatress, aged about 44 years.
Louisa, a mulatress, aged about 17 years.
Monroe, a griff, aged about 14 years.
Lunn, a griff, aged about 11 years.
Octavia, a griffe, aged about 10 years.
Patsy, a mulatress, aged about 75 years.
Ellen, a girl, aged about 31 years.
Patsy, griffe, aged about 12 years.
Jane Ann, a griffe woman, aged about 30 years.
121 Alice, a griffe, aged about 65 years.
Lizzy, aged about 70 years.
Frankey, a griffe, aged about 65 years.
Big Caroline, aged about 38 years.
Mummy, a girl, aged about 14 years.
Edward, aged about 13 years.
Mary, a woman, aged about 30 years.
Suckey, a griffe, aged about 32 years.
Manuel, a griffe, aged about 12 years.
Joe, griffe, aged about 9 years.
Phil, a griffe, aged about 8 years.
Bella, a griffe woman, aged about 25 years.
Creassy, a woman, aged about 75 years.
Leah, a woman, aged about 20 years.
Polly, a woman, aged about 60 years.
Cynthia, a griffe, aged about 25 years.
Bole, a man, aged about 60 years.
Elijah, a man, aged about 60 years.
Reuben, a man, aged about 30 years.
Levi, a mulatto, aged about 20 years.
Nelson, a mulatto, aged about 18 years.
Adeline, a mulatress, aged 33 years, with her child.
Maria, a woman, aged about 36 years.
Little Caroline, aged about 36 years.
Delia, a girl, aged about 15 years.
Lotty, a girl, aged about 3 years.
Lizi, a girl, aged about 7 years.
Margaretta, woman, aged 30 years.

Meliza, a griffe, aged about 12 years.
122 Martha Ann, a griffe, aged about 22 years.
Lucinda, aged about 18 years.
Frances, a griffe, aged about 22 years.
Scipio, a man, aged about 34 years.
Barton, a man, aged about 34 years.
Abe, aged about 45 years.
Alfred, a griffe, aged about 33 years.
Major, aged about 65 years.
Douglass, aged about 25 years.
Dave, aged about 21 years.
Together with all the future increase and issue of said slaves.

And they the said Tucker Bros., represented as aforesaid, bind and obligate themselves not to sell, mortgage, or incumber the said plantation and slaves to the prejudice of the mortgage herein granted.

And I, the undersigned recorder, do hereby certify that the following mortgages and none others are inscribed in my office on the above described plantation and slaves, to wit:

1°. A conventional mortgage in favor of Joseph B. Richard or the holder under him of a note of three thousand and eighty $\frac{1}{3}$ dollars, payable in March, 1858, with 8 % per annum interest from maturity, inscribed 27th December, 1855, bearing on part of the land herein described.

123 2°. A conventional mortgage in favor of the estate of J. Rosemond LeBlanc, to secure a note of said Tucker Bros., for twenty-five hundred dollars, payable in March, 1859, with eight per cent. per annum interest from maturity until paid.

Thus done and executed the day, month, and year first above written, at my office in the town of Thibodaux.

In faith whereof the parties, witnesses, and I, the recorder, have signed after the reading hereof.

(Original.) (Signed) TUCKER BROS.
ROBERT TUCKER.

V. RICHARD.
E. J. BRUFF.

J. K. GOURDAIN, *Recorder.*

Certificate on same.

RECORDER'S OFFICE, PARISH OF LAFOURCHE.

I hereby certify that the foregoing and above is a true and correct copy of the original act on file in this office, and duly recorded in conventional mortgage book, No. 4, page 259 et seq., on the 24th day of February, 1860, and I further certify that as appears by the records of my office the said act has never been reinscribed up to this day, and that Clay Knoblock, attorney of John J. Adams & Co., has this
124 day called upon me to erase and cancel said mortgage from the records of my office, said mortgage being prescribed.

Witness my hand and official seal, at Thibodaux, La., this 22d day of May, A. D. 1875.

[L. S.] (Signed) G. JOLISSAINT,
D'y Recorder.

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

Sale by sheriff to A. W. Cummings.

STATE OF LOUISIANA:

Third district court, parish of Lafourche.

BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS. } No. 578.

Know all men by these presents that whereas I, Cleophas Lagarde, sheriff of the parish of Lafourche, acting by virtue of a writ of fi. fa., emanating from the above-entitled and in the above-entitled and numbered case, I seized, on the twentieth day of July, eighteen hundred and sixty-seven, the property below described, to wit:

A certain sugar plantation situated in this parish, on the left bank of Bayou Lafourche, at about four miles below the town of Thibodaux, measuring seven arpents more or less front, by eighty arpents in depth, according to the existing lines, bounded above by lands of E. R.
125 LeBlanc and below by those of Robert & J. H. Tucker, together with all the buildings and improvements thereon, dwelling-house, sugar-house, mill and engine, cabins, etc., etc., of which seizure the defendants were duly notified, but the legal delay having expired and they failing to comply with the requisite of the law—

I advertised said property for sale on the third day of August, eighteen hundred and sixty-seven, by inserting notices both in the French and English languages, in the Thibodaux Sentinel, a weekly newspaper printed in the town of Thibodaux, and by posting up advertisements at the court-house door and at divers other public places in the parish, wherein a full description of the property was embodied, and the day of sale fixed for Saturday, the seventh day of September, eighteen hundred and sixty-seven, between the hours of 11 a. m. and 4 p. m., at the court-house in the town of Thibodaux. (Terms of sale, cash.) As shown by my return in within case, the aforesaid property was appraised in accordance with the law to be worth for cash the sum of twelve thousand dollars.

126 Then on said day of sale, September seventh, eighteen hundred and sixty-seven, between the hours of 11 a. m. and 4 p. m., I went to the court-house aforesaid, and then and there being read, both in French and English languages, the aforesaid advertisements, and the certificate of mortgages, granted by the recorder of this parish, dated September 7th, 1867, showing the following to be the mortgages now existing on the property aforesaid:

Mortgages, to wit:

1°. A conventional and special mortgage with vendor's privilege to secure the payment of a note of said Tucker Bros. for three thousand and eight $\frac{33}{100}$ dollars, payable in March, 1858, with 8% interest after maturity until paid. This mortgage bears on the three lower arpents by 80 deep, inscribed 27th February, 1855, and reinscribed 23d December, 1865, to secure such balance as remain due thereon.

2°. A conventional mortgage consented by Tucker Bros. in favor of Robert Tucker, as the holders under him of two notes each for five thousand dollars, due respectively 20th January and 15th February, 1861, with 8% interest from maturity, inscribed against said land 24th February, 1860.

127 3°. A conventional mortgage consented by G. W. Tucker &

Bros., in favor of Carol, Hoy & Co., to secure two notes, one for nine thousand one hundred and twenty-two dollars, payable on the 18th January, 1862, and the other for ten thousand seven hundred and sixty-three $\frac{22}{100}$ dollars, payable on the 8th of January, 1863, bearing 8% interest after maturity until paid, inscribed against said land on the 5th March, 1861.

4°. A judicial mortgage in favor of Campbell & Strong against G. W. Tucker & others, for three thousand five hundred and thirty-eight dollars, with legal interest from 14th May, 1860, until paid, and costs of suit; inscribed 14th June, 1860.

5°. A judicial mortgage in favor of Marshall J. Smith & Co. against G. W. Tucker for three hundred and forty-eight $\frac{47}{100}$ dollars, with 8% interest from the 17th April, 1860, and costs of suit; inscribed 4th December, 1861.

6°. A judicial mortgage in favor of Ch's Slocumb & Co. against G. W. Tucker for three hundred and forty-three $\frac{76}{100}$ dollars, with 8% interest from 1st July, 1860, till paid, and costs of suit and of protest; inscribed 23d December, 1864.

128 7°. A judicial mortgage in favor of Goodrich & Co. against Williams & Tucker for eight hundred and thirty-five dollars and 24 cents, with 8% interest from 2d April, 1860, till paid, and costs of suit and of protest; inscribed 3d January, 1866.

8°. A judicial mortgage in favor of Jerome Gaubert & other' on the three lower arpents by 80 deep, recognizing the vendor's privilege thereon, for eleven hundred dollars, with 8% interest from April 3d, 1861, until paid, and costs of suit. This mortgage covers the one herein first described; inscribed 14th July, 1866.

9°. A judicial mortgage in favor of the Bank of New Orleans against Tucker Bros. for the following sum each for his virile share, viz: Five thousand dollars, with 8% interest from 15th Feb'y, 1861, and the further sum of five per cent. on said amount attorney's fees, and the costs of protest and costs of suit. This mortgage is recognized on the property herein described and as a part of the mortgage secondly described; inscribed June 28th, 1867.

10°. A judicial mortgage in favor of R. & E. L. Tanner against G. W. Tucker for ten thousand eight hundred and ninety-seven $\frac{40}{100}$ dol-

129 lars, with 8% interest from 1st Dec., 1867, and all costs of suit; inscribed 28th June, 1867.

I then announced that the purchaser would be entitled to retain in his hands the amount of the conventional and special mortgage described in aforesaid certificate under the No. 1, amounting in principal, interest and costs to eighteen hundred and fifty-one $\frac{10}{100}$ dollars.

I also announced that the purchaser would be entitled to retain in his hands the amount due on the mortgage note described in aforesaid certificate under the No. 2 concurrent to the one under which this sale is made.

I then offered the aforesaid plantation for sale, both in French and English languages, and continued so to do for a sufficient length of time, when the said property was knocked off and adjudicated to the last and highest bidder, A. W. Cummings, for and in consideration of the sum of thirteen thousand and twenty-five dollars, paid as follows, to wit:

1°. The purchaser retained in his hands the sum of eighteen hundred and forty-one $\frac{10}{100}$ dollars, amount due on the conventional and special mortgage under the No. 1 & 8 in aforesaid certificate, which

130 amount remained secured by same mortgage.

2°. The balance of adjudication, eleven thousand one hundred

and thirty-seven $\frac{90}{100}$ dollars, is applied to the settlement of the claim of plaintiffs and Godfrey Barnsley, each holding a five thousand dollars note secured by the second mortgage, as appears by the certificate of the recorder, in conformity to the instructions of Louis Bush, esq., attorney of the parties, the plaintiff, and of G. Barmsley.

I applied the said balance to the payment of their claims in the manner following, to wit:

1°. To the bank, to cover principal, interest and costs pro rato, six thousand two hundred and sixty-nine $\frac{50}{100}$ dollars.

2°. To G. Barmsley pro rata, four thousand nine hundred and four $\frac{40}{100}$ dollars, as will more fully appear by act of compromise and agreement passed between the parties before J. K. Gourdain, recorder, this 7th day of September, 1867.

The recorder of mortgages of this parish of Lafourche is hereby authorized and empowered to cancel and annull all mortgages subsequent to the one under which this sale is made bearing on the said plantation and improvements.

131 Now, therefore, I, Cleophas Lagarde, sheriff of the parish of Lafourche, do, by virtue of the power vested in me by law, of the act in such cases made and provided, sell, set over, transfer and convey unto the purchaser, A. W. Cummings, esq., for the sum above stipulated and paid as aforesaid, all the rights, title and interest the said George W. Tucker, Pascal E. Tucker, and Sarah L. Tucker, wife of William K. Douglass, defendants herein (said defendants composing the firm of Tucker Brothers), had in or on the aforesaid property, and for him to have and to hold the same in true and perfect ownership.

Witness my hand at the parish of Lafourche this the ninth day of September, eighteen hundred and sixty-seven, annexing and cancelling internal revenue stamps of the U. States to the amount of thirteen dollars & fifty cents.

(Signed) C. LAGARDE,
Sheriff.

RECORDER'S OFFICE, PARISH OF LAFOURCHE.

I certify the foregoing to be a true copy from the records of this office, inscribed in conveyance book No. 11, pp. 165 and seq., on September 30th, 1867.

132 Witness my hand and official seal this 26th of May, A. D. 1875.

[L. S.] (Signed) L. JOLISSAINT,
D'y Recorder.

Filed Dec. 7th, 1875.

(Signed) H. FRANKLIN,
Clerk.

Compromise and agreement between A. W. Cummings and J. Gaubert & als. 7th September, 1867.

UNITED STATES OF AMERICA,
State of Louisiana, Parish of Lafourche:

Know all men by these presents that on this seventh day of the month of September, in the year of our Lord one thousand eight hundred and sixty-seven, and of the American Independence the 92d year, before me, Joseph Kleber Gourdain, recorder and ex-officio a notary

public, duly commissioned and qualified in and for said parish of Lafourche, in the State aforesaid, and therein residing, and in the presence of Mess. Théophile Thibodaux and Théodule Morillon, good and competent witnesses, also domiciliated in said parish, personally came and appeared Mr. Albert W. Cummings, of the city of New Orleans, who declared that he has this day purchased at sheriff's sale, in the
133 case entitled The Bank of New Orleans vs. *vs.* Tucker Bros., for cash, a certain tract of land situated in this parish, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring seven arpents, more or less, front by eighty arpents in depth, bounded above by lands of J. Rosémond Le Blanc and below by those formerly owned by Tucker and Rose and now belonging to R. & J. H. Tucker, together with all the buildings and improvements thereon, for the consideration of the sum of thirteen thousand and twenty-five dollars.

That the said purchase price was not in reality paid in cash, but he compounded and compromised with the mortgage creditors hereinafter named, who agreed to give him time, without, however, impairing or novating their original claims, the right to enforce which they expressly reserve as follows, with—

1°. Jérome Gaubert & others, as evidenced by judgment in case No. 489 in the docket of the third district court of Lafourche, have the first mortgage and vendor's privilege, which are hereby formerly recognized as legal and binding on the three lower arpents front by eighty
134 deep of said tract, acquired by Tucker Bros. of J. B. Richard and his children to secure the balance due on the purchase price, amounting this day to eighteen hundred and fifty-one $\frac{10}{100}$ dollars, for the payment of which the said J. Gaubert and als., represented by Jérome Gaubert and Marcelin Richard, who intervene herein, hereby grant the following terms, viz: five hundred dollars thereof on the first of March, eighteen hundred and sixty-eight ($500.00); six hundred and fifty-one $\frac{10}{100}$ dollars thereof on the first day of January, eighteen hundred and sixty-eight ($650.10); both these sums to bear eight per cent. per annum interest from maturity until paid, the intervening interest being abandoned, and seven hundred dollars thereof on the first of March, eighteen hundred and sixty-nine ($700.00). This sum to bear eight per cent. per annum interest from March 1st, 1868, the intervening interest being abandoned. $1,851.10.

It is distinctly understood, however, that if any of these installments should not be paid at maturity, the whole amount shall be exigible, and the said Gaubert & als. shall be and are hereby author-
135 ized and expressly empowered to execute and enforce the aforesaid judgment in case No. 489 on the tract to them mortgaged specially by privilege, the said Cummings binding himself to interpose no objection or obstacle thereto.

2°. Godfrey Barmsley, for the sum of four thousand nine hundred and four $\frac{40}{100}$ dollars (4,904.40), for the payment of which the said Barmsley, represented by Louis Bush, esq., his attorney at law, who intervenes herein, hereby grants the following terms, to wit:

Sixteen hundred and thirty-four $\frac{80}{100}$ dollars on the 15th of May, eighteen hundred and sixty-eight	$1,634 80
A like sum on the 15th May, eighteen hundred and sixty-nine	$1,634 80
And a like sum on the fifteenth May, eighteen hundred and seventy	$1,634 80
	$4,904 40

These sums bear eight per cent. per annum interest from date until paid.

3°. The Bank of New Orleans, for the sum of six thousand two hundred and sixty-nine $\frac{50}{100}$, ($6,269.50), for the payment of which the said bank, herein represented by Louis Bush, her attorney at law, hereby grants the following terms:

136	Two thousand two hundred and sixty-nine $\frac{50}{100}$ dollars thereof on the 1st of May, eighteen hundred and sixty-eight	$2,269 50
	Two thousand dollars on the 1st of May, eighteen hundred and sixty-nine	$2,000 00
	Two thousand dollars on the 1st of May, eighteen hundred and seventy	$2,000 00
		$6,269 50

Each of said installments bearing eight per cent. per annum interest after maturity till paid.

Thus forming the total price of adjudication; which two latter claims of Barmsley and the Bank of Orleans, one secured by mortgage on the whole tract of seven arpents front by eighty deep, the mortgage and privilege of Gaubert & als. being entitled to a preference over for the aforesaid amount due them only on the three lower arpents front by eighty arpents deep of the said tract, and is the first mortgage on the whole of the said land with the exception of the claims of the said Gaubert & als.

It is understood, as above stated, that the parties hereto do not by these presents impair, affect, or novate their existing claims, and that in case of non-payment they will be entitled to enforce the judgments which may be held by them; and furthermore, that the original
137 mortgages and privileges remain in full force and effect, and are not hereby novated, and if need be for the purpose of avoiding all doubt, the said privileges and mortgages are hereby recognized as operating on the said property in the proportions aforesaid, and to secure the debts stated as aforesaid with the rank above stated.

The mortgage of the said Barmsley and the bank results from an act executed before the undersigned recorder on the 24th day of February, 1860, inscribed in this office on the same day, as will more fully appear by suit No. 578, entitled Bank of New Orleans vs. Tucker Bros., and No. 793 entitled Godfrey Barmsley vs. Tucker Bros., on file in the third district court of Lafourche.

And now to these presents came and intervened Dr. George W. Tucker, Mr. Pascal E. Tucker, and Mrs. Sarah G. Tucker, wife of William K. Douglass, members of the firm of Tucker Bros., the said Mrs. Douglass being herein represented by Eugene N. Blake, her attorney at law and in fact, by virtue of a letter hereto annexed, who respectively declare that so far as they are concerned they do hereby expressly
138 and formally ratify and approve the proceeding agreement in all

its parts without any exception or reservation whatever, and bind themselves to make no objection or interpose any obstacles to any proceedings which may be necessary, hereby waiving every right which they may have in the premises, and divesting themselves of all claims or pretentions on the said property, and renouncing all objections or rights which they may have against any of the aforesaid claims.

Five cents United States internal revenue stamps have been hereto annexed and cancelled, also eleven $\frac{50}{100}$.

Thus done and executed the day, month and year first above written, at my office in the town of Thibodaux.

In faith whereof the parties, witnesses, and I, the recorder, have signed after due reading hereof, and translation in the French language.

(Original signed) A. N. CUMMINGS.
M. RICHARD.
his
JEROME + GAUBERT.
mark.
LOUIS BUSH.
G. W. TUCKER.
P. E. TUCKER.
E. W. BLAKE.

THÉOPHILE THIBODAUX.
THÉODULE MORILLION.

J. K. GOURDAIN,
Recorder.

RECORDER'S OFFICE, LAFOURCHE.

139 A true copy of the original on file in this office and duly recorded in conventional mortgage book No. 5, pages 561 et seq., on the 7th day of September, 1867.

Witness my hand and official seal this 21st day of May, A. D. 1875.

[L. S.] (Signed) L. JOLISSAINT,
D'y Recorder.

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

Certificate of Mortgages bearing on Homewood plantation July 15th, 1875

STATE OF LOUISIANA,
Parish of Lafourche:

RECORDER'S OFFICE.

I, the undersigned, deputy recorder in and for the parish and State aforesaid, do hereby certify that from the records of this office the hereinafter described mortgages and privileges appear to exist and do exist and bear upon the following described plantation and accessories, the property of Thomas J. Dannis:

DESCRIPTION OF PROPERTY.

A certain sugar plantation situate, lying and being in the state of Louisiana, parish of Lafourche and known as "Homewood plantation," composed of the following tract of land, to wit:

140 1°. A certain tract of land in this parish, on the left bank of Bayou Lafourche, at about four miles below the town of Thibodaux, measuring seven arpents more or less front by eighty arpents in

depth, according to the existing lines, bounded above by the lands below described and below by lands formerly belonging to Charles C. Williams and now belonging to Rivierè & Espenau.

2°. Another tract of land adjoining the one just described measuring two arpents more or less front by eighty arpents in depth, with a considerable opening of the lines as they recede from the Bayou Lafourche, bounded above by lands formerly belonging to Marcelin Adam, now belonging François Gaudé and below by the lands above described; the two forming one connected sugar plantation, known as the Homewood plantation. Also all the buildings and improvements thereon, all the mules, cattle, farming utensils, implements of husbandry, and everything on and attached to the said plantation, without any exception or reservation of any kind, mortgages to wit:

1°. A conventional mortgage with vendor's privilege to secure
141 the payment of a note of said Tucker Bros., for three thousand and eight $\frac{33}{100}$ dollars ($3,008.33), payable in March 1858, with 8% interest after maturity. This mortgage bears on the three lower arpents by 80 arpents deep. Inscribed Feb'y 27th, 1855, and re-inscribed Dec. 23d, 1865, to secure the above balance of $3,008.33.

2°. A conventional mortgage consented by Tucker & Bros. in favor of Robert Tucker of the holders under him of two notes each, for five thousand dollars, due respectively January 20th and February 15th, 1861, with 8% interest from maturity. This balance of mortgage bears on the whole of the property above described under caption 1°, and on a number of slaves. Inscribed February 27th, 1860.

3°. A conventional mortgage consented by G. W. Tucker & Bros. in favor of Carol, Hoy & Co. to secure two notes, one for nine thousand one hundred and twenty-two dollars ($9,122.00), payable on the 18th of January, 1862, and the other for ten thousand seven hundred and sixty-three $\frac{22}{100}$ dollars ($10,763.22), payable on the 8th of January, 1863, bearing 8% interest after maturity till paid. This mortgage bears on the whole of the above-described property under caption 1°, un-
142 der the fact de non alienando, and a number of slaves. Inscribed March 5th, 1861.

4°. A judicial mortgage in favor of Campbell & Strong and against G. W. Tucker & others for three thousand five hundred thirty-eight dollars ($3,538.00), with legal interest from 14th May, 1860, and costs of suit. Inscribed June 14th, 1860.

5°. A judicial mortgage in favor of Marshall J. Smith & Co. and against G. W. Tucker for three hundred and forty-eight $\frac{47}{100}$ dollars ($348.47), with 8% interest from the 17th of April, 1860, & costs of suit. Inscribed Dec. 4th, 1861.

6°. A judicial mortgage in favor of Chas. Slocomb & Co. and against G. W. Tucker, for three hundred and forty-three $\frac{76}{100}$ dollars ($343.76), with 8% interest from 1st July, 1860, and costs of suit. Inscribed Dec. 23d, 1864.

7°. A judicial mortgage in favor of Goodrich & Co. and against Williams & Tucker for eight hundred and thirty-five $\frac{24}{100}$ dollars ($835.24), with 8% interest from 2d April, 1860, till paid, and costs of suit and of protest. Inscribed January 3d, 1866.

8°. A judicial mortgage in favor of Jerome Gaubert & others
143 on the three lower arpents by eight arpents deep, recognizing the vendor's privilege thereon for eleven hundred dollars ($1,100.00), with 8% interest from April 3d, 1861, and costs of suit. This judicial mortgage covers the special mortgage first herein described. Inscribed July 14th, 1866.

9°. A judicial mortgage in favor of the Bank of New Orleans and against Tucker Brothers for the following sum, each for his verile share, viz: Five thousand dollars ($5,000.00), with 8% interest from February 5th, 1861, and the further sum of 5% on said amount as attorney's fees and the costs of protest and costs of suit. This judicial mortgage is recognized on the property herein described, and is part of the special mortgage secondly described above. Inscribed June 28th, 1867.

10°. A judicial mortgage in favor of R. & E. L. Tanner and against G. W. Tucker for ten thousand eight hundred and ninety-seven $\frac{40}{100}$ dollars, with 8% interest from 1st of December, 1867, and costs. Inscribed June 28th, 1867.

11°. A mortgage or a renewal of several mortgages resulting from an act passed Sept. 7th, 1867, before J. K. Gourdain, recorder, then
144 of this parish, in which Albert N. Cummings declares as follows:

That he is the owner of the afore-described property under caption 1°, and that instead of having paid cash some of the mortgage creditors, as asserted in sheriff's sale, he has compromised and compounded with the hereinafter named mortgage creditors, who have agreed to give him time to pay their claims, without, however, impairing or novating their original claims, to wit:

1°. To Jérome Gaubert & others, who have the first mortgage and vendor's privilege, which the said Cummings formerly recognizes as legal and binding on the 3 lower arpents front by eighty deep. The balance due this day on this claim amount to $1,851.10, on which he is granted the following terms, to wit, $500.00 thereof payable January 1st, 1868, $651.00 thereof payable March 1st, 1868, and $700.00 thereof payable March 1st, 1868, with 8% interest on all the reinstallments from March 1st, 1868.

2°. To Godfrey Barmsley for the sum of $4,904.40, on which he is granted the following terms, to wit, $1,634.80 thereof payable May 15th, 1868, $1,634.80 thereof payable May 15th, 1869, and $1,634.80
145 thereof payable May 15th, 1870. These amounts bear 8% interest from Sept. 7th, 1867; and

3°. To the Bank of New Orleans for the sum of $6,269.50, on which he is granted the following terms, to wit, $2,269.50 thereof payable May 1st, 1868, $2,000.00 thereof payable May 1st, 1869, and $2,000.00 thereof payable May 1st, 1870. Each of said installments bear 8% interests after maturity. Inscribed Sept. 12th, 1867.

12°. (This mortgage ought to be No. 13.) A conventional mortgage and vendor's privilege in favor of Thomas J. Dannis, consented by Mrs. G. W. Tucker, for the sum of $2,250.00 represented by three notes for the amounts, and payable as follows, viz, one for $1.250.00 payable January 1st, 1870; one for $250.00, payable in all March, 1870, and one for $750.00, payable in all March, 1871.

The said notes all bear 8% interest, the 1st one from the 31st of September, 1868, and the other two from and after their respective maturity.

The payment of said notes and interest is secured by a special mortgage under the clause "de non alienando" and vendor's privilege on the two upper arpents front by 80 deep of above property. Inscribed May 15th, 1869.

146 13°. (This mortgage ought to be No. 12.) A conventional mortgage and vendor's privilege in favor of Jos. R. Le Blanc, consented by Thomas J. Dannis, for the sum of $2,000.00, represented by two notes for the amounts, and payable as follows: one for $500.00 payable in March, 1870, and one for $150.00, payable in March, 1871, said

notes to bear 8% interest after their respective maturity and are secured on the two upper arpents by 80 deep of the above-described property. Inscribed Dec. 31st, 1868.

14°. A mortgage in favor of John J. Adams & Co. for a principal sum of thirty thousand two hundred and eighty-nine $\frac{27}{100}$ dollars, with such interest at the rate of 8% as may have accrued thereon, as per act passed April 2d, 1870, before Emile E. Le Blanc, deputy recorder of this parish. Inscribed April 2d, 1870.

15°. A privilege, pledge, and person in favor of John J. Adams & Co. for the sum of seven thousand dollars ($7,000.00) bearing on the crop of the year 1874, made on the above-described plantation. Inscribed June 29th, 1874.

16°. A privilege in favor of Thomas McDermott, consented by
147 T. J. Dannis, for the sum of four thousand dollars ($4,000.00), bearing on the crop of the current year 1875, raised on the above-described plantation. Inscribed April 2d, 1875.

17°. Such mortgage as may result from the inscription in delinquent tax-payers' book & list of the following, to wit, No. 1462, Dannis, Thomas J., 800 acres, bounded by Espenau & Gaudé, assessed at $16,800.00 State tax $243.60, parish tax 5 mills, $84.00, and $2\frac{1}{2}$ mill tax, $42.00. Inscribed Dec. 18th, 1874, and no others.

In faith whereof I have granted these presents under my hand and official seal, at Thibodaux, Louisiana, this fifteenth (15th) day of July. A. D. 1875.

[SEAL.] (Signed) L. JOLISSAINT,
D'y Recorder.

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN,
Clerk.

Application of John J. Adams & Co. for cancellation of mortgage by prescription.

STATE OF LOUISIANA,
Parish of Lafourche:

To Louis J. Comeaux, recorder of the parish of Lafourche:

My clients John J. Adams & Co., of the city of New Orleans,
148 held a mortgage dated, passed, and executed by notarial act before Emile E. Le Blanc, late deputy recorder of the parish of Lafourche, duly recorded in the mortgage records of said parish of Lafourche, the day of its date and execution, to wit, April 2d, 1870, in mortgage book A, p. 444, et. seq., to secure thirty thousand two hundred and eighty-nine $\frac{27}{100}$ dollars, with 8% interest from 23d March, 1870, on the following-described property now owned by Thomas J. Dannis, viz:

1°. A certain sugar plantation known and designated as the "Homewood plantation" situate in the parish of Lafourche, on the left bank of Bayou Lafourche, at about four miles below the town of Thibodaux, measuring seven arpents more or less front by eighty arpents in depth, according to the existing lines, bounded above by lands of said T. J. Dannis, and below by lan's formerly belonging to Charles C. Williams, afterwards belonging to Rivierè & Espenau and now belonging to Charles Conteux.

2°. A certain tract of land situate in this parish on the left bank of Bayou Lafourche, at about four miles below the town of Thibo-

daux, measuring two arpents in depth, with a considerable open-
149 ing of the lines as they recede from the Bayou Lafourche; bounded above by lands formerly belonging to Marcelin Adam and now belonging to François Gaudé, and below by lands of the plantation just described, together with improvements, buildings, live stock, cattle farming implements, etc., etc.

The said John J. Adams & Co., being creditors as aforesaid of the owner, Thomas J. Dannis, and having a serious interest in the matter, now apply to you, recorder, to cancel and erase from the mortgage records of your office, by virtue of the power vested in you by section 2399 of the revised statutes of said State, the following conventional mortgage, inscribed against aforesaid property, on the 24th February, 1860 (and never reinscribed), in mortgage book No. 4, page 259, et seq., to wit: A conventional mortgage by Tucker Bros. in favor of Robert Tucker, by act passed February 24th, 1860, before J. K. Gourdain, then recorder of the parish of Lafourche, to secure the sum of twenty thousand dollars, represented by four notes of five thousand dollars each, dated
150 February 24th, 1860, drawn by the said Tucker Bros. to the order of and endorsed by said Robert Tucker, payable at the Bank of New Orleans, in the city of New Orleans, one on the 1st of December, and one on the 20th December, 1860; one on the 20th January, and the other on the 15th February, 1861, the said mortgage being long since prescribed and never having been reinscribed. The said mortgage of February 24th, 1860, was already prescribed when the said John J. Adams & Co., on the 2d April, 1870, acquired a mortgage on aforesaid property.

Thibodaux, La., July 30th, 1875.

(Signed) JOHN J. ADAMS & CO.
Per CLAY KNOBLOCH, *Att'y.*

Filed, Thibodaux, La., July 30th, 1875.

(Signed) L. JOLISSAINT,
D'y Recorder.

Order of recorder on said application.

RECORDER'S OFFICE, PARISH OF LAFOURCHE.

I, the undersigned, Jean Louis Comeaux, recorder of the parish of Lafourche, do hereby certify that, in compliance with foregoing applica-
tion of John J. Adams & Co., through their attorney, Clay Knob
151 loch, esq., and by virtue of the power vested in me by section 2399 of the revised statutes of the State of Louisiana, I have this day erased and cancelled from the mortgage records of my office a certain conventional mortgage originally inscribed February 24th, 1860, never reinscribed, by Tucker Bros., in favor of Robert Tucker, to secure the sum of twenty thousand dollars, represented by four notes of $5,000.00 each, drawn by Tucker Bros. to the order of and endorsed by Robert Tucker, payable at the Bank of New Orleans, in the city of New Orleans, one on the 1st of December, and one on the 20th December, 1860; one on the 20th January, and one on the 15th February, 1861, as per act before J. K. Gourdain, late recorder of the parish of Lafourche. Said mortgage was originally inscribed in mortgage book No. 4, page 259, et seq., on the 24th February, 1860, and its inscription never having been renewed, is hereby cancelled and erased.

In faith whereof I have hereunto signed my name officially and affixed

the seal of my office, at Thibodaux, Louisiana, this thirtieth day of July, A. D. eighteen hundred and seventy-five.

[SEAL.] (Signed) J. L. COMEAUX,
Recorder Parish of Lafourche.

152 I certify the foregoing to be a true and correct copy of the original application on file in my office, and of the certificate hereto annexed.

Witness my hand and official seal this 31st of July, A. D. 1875.

[SEAL.] (Signed) J. L. COMEAUX,
Recorder Parish of Lafourche.

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

NOTE A.

$3,500.00.] PARISH OF LAFOURCHE, *April 18th*, 1873.

On the first day of the month of December, 1873, I promise to pay to the order of myself the sum of thirty-five hundred dollars, for value received, with 8 % per cent. interest per annum from maturity till paid, payable at the office of John J. Adams & Co., in New Orleans.

(Signed) T. J. DANNIS.

Pay John J. Adams & Co. or order.
(Signed) T. J. DANNIS.

Ne varietur. Identified with an act of re-extension of time passed before me this day, April 18th, 1873.
(Signed) EMILE E. LE BLANC, *Recorder.*

No. 1456. District court Lafourche.

Filed July 28th, 1875.
(Signed) A. ROVIRA, *D'y Clerk.*

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

153 NOTE B.

$3,500.00.] PARISH OF LAFOURCHE, *April 18th*, 1873.

On the first day of the month of February, 1874, I promise to pay to the order of myself the sum of thirty-five hundred dollars, for value received, with eight per cent. interest per annum from maturity till paid, payable at the office of John J. Adams & Co., in New Orleans.

(Signed) T. J. DANNIS.

Pay to John J. Adams & Co.
(Signed) T. J. DANNIS.

Ne varietur. Identified with an act of re-extension of time, passed before me this day, April 18th, 1873.
(Signed) EMILE E. LEBLANC, *Recorder.*

No. 1456. Dist. court of Lafourche.
Filed July 28th, 1875.
(Signed) A. ROVIRA, *D'y Clerk.*

NOTE C.

$3,500.00.] PARISH OF LAFOURCHE, *April* , 1873.

On the first day of the month of February, 1874, I promise to pay to the order of myself the sum of thirty-five hundred dollars, for value received, with eight per cent. interest per annum from maturity till paid, payable at the office of John J. Adams & Co., in New Orleans.

(Signed) T. J. DANNIS.

154 Pay to John J. Adams & Co.

(Signed) T. J. DANNIS.

Identified with an act of re-extension of time passed before me this day, April 18th, 1873.

(Signed) EMILE E. LEBLANC, *Recorder.*

No. 1456. Dist. court of Lafourche.
Filed July 28th, 1875.

(Signed) A. ROVIRA, *D'y Clerk.*

NOTE D.

$3,500.00.] PARISH OF LAFOURCHE, *April 18th*, 1873.

On the twelfth day of the month of January, 1874, I promise to pay to the order of myself the sum of thirty-five hundred dollars, for value received, with eight per cent. interest per annum from maturity till paid, payable at the office of John J. Adams & Co., in New Orleans.

(Signed) T. J. DANNIS.

(Endorsed): Pay John J. Adams & Co., or order.

(Signed) T. J. DANNIS.

Ne varietur. Identified with an act of re-extension of time passed before me this day, April 18th, 1873.

(Signed) EMILE E. LEBLANC, *Recorder.*

No. 1456. Dist. court of Lafourche.
Filed July 28th, 1875.

(Signed) A. ROVIRA, *D'y Clerk.*

155 NOTE E.

$3,000.00.] PARISH OF LAFOURCHE, *April 18th*, 1873.

On the first day of the month of March, 1874, I promise to pay to the order of myself the sum of three thousand dollars, for value received, with eight per cent. interest per annum from maturity till paid, payable at the office of John J. Adams & Co., in New Orleans.

(Signed) T. J. DANNIS.

(Endorsed): Pay John J. Adams & Co., or order.

(Signed) T. J. DANNIS.

Ne varietur. Identified with an act of re-extension of time passed before me this day, April 18th, 1873.

(Signed) EMILE E. LEBLANC, *Recorder.*

No. 1456. Dist. court of Lafourche.
Filed July 28th, 1875.

(Signed) A. ROVIRA, *D'y Clerk.*

NOTE F.

$3,500.00.] PARISH OF LAFOURCHE, *April 18th*, 1873.

On the twelfth day of the month of December, 1873, I promise to pay to the order of myself the sum of thirty-five hundred dollars, for value received, with eight per cent. interest per annum from maturity till paid, payable at the office of John J. Adams & Co., in New Orleans.

156 (Signed) T. J. DANNIS.

(Endorsed): Pay John J. Adams & Co., or order.
(Signed) T. J. DANNIS.

Ne varietur. Identified with an act of re-extension of time passed before me this day, April 18th, 1873.
(Signed) EMILE E. LEBLANC, *Recorder.*

No. 1456. Dist. court of Lafourche.
Filed July 28th, 1875.
(Signed) A. ROVIRA, *D'y Clerk.*

NOTE G.

$3,500.00.] PARISH OF LAFOURCHE, *April 18th*, 1873.

On the twelfth day of the month of November, 1873, I promise to pay to the order of myself the sum of thirty-five hundred dollars, for value received, with eight per cent. interest per annum from maturity till paid, payable at the office of John J. Adams & Co., in New Orleans.
(Signed) T. J. DANNIS.

(Endorsed): Pay John J. Adams & Co., or order.
(Signed) T. J. DANNIS.

Ne varietur. Identified with an act of re-extension of time passed before me this day, April 18th, 1873.
(Signed) EMILE E. LEBLANC, *Recorder.*

157 No. 1456. Dist. court of La Fourche.
Filed July 28th, 1875.
(Signed) A. ROVIRA,
D'y Clerk.

NOTE H.

$3,500.00.] PARISH OF LA FOURCHE, *April 18th*, 1873.

On the first day of the month of December, 1873, I promise to pay to the order of myself the sum of thirty-five hundred dollars, for value received, with eight per cent. interest per annum from maturity till paid, payable at the office of John J. Adams & Co., in New Orleans.
(Signed) T. J. DANNIS.

(Endorsed:)
Pay John J. Adams & Co. or order.
(Signed) T. J. DANNIS.

Ne varietur. Identified with an act of re-extension of time passed before me this day, April 18th, 1873.
(Signed) EMILE E. LE BLANC,
Recorder.

No. 1456. District court of La Fourche.
Filed July 28th, 1875.
(Signed) A. ROVIRA,
D'y Clerk.

NOTE I.

$3,500.00.] PARISH OF LA FOURCHE, *April 18th*, 1873.

On the twelfth day of the month of November, 1873, I promise to pay to the order of myself the sum of thirty-five hundred dollars, for value received, with eight per cent. interest per annum from maturity till paid, payable at the office of John J. Adams & Co., in New Orleans.

158

(Signed) T. J. DANNIS.

(Endorsed:)
Pay John J. Adams & Co. or order.
(Signed) T. J. DANNIS.

Ne varietur. Identified with an act of re extension of time passed before me this day, April 18th, 1873.
(Signed) EMILE E. LEBLANC,
Recorder.

No. 1456. District court of La Fourche.

Filed July 28th, 1875.
(Signed) A. ROVIRA,
Dy Clerk.

NOTE J.

$2,291.20.] PARISH OF LA FOURCHE, *April 18th*, 1873.

On the first day of the month of March, 1874, I promise to pay to the order of myself the sum of two thousand two hundred and ninety-one $\frac{20}{100}$ dollars, for value received, with eight per cent. interest per annum from maturity till paid, payable at the office of John J. Adams & Co., in New Orleans.

(Signed) T. J. DANNIS.

(Endorsed:)
Pay John J. Adams & Co. or order.
(Signed) T. J. DANNIS.

159 Ne varietur. Identified with an act of re-extension of time passed before me this day, April 18th, 1873.
(Signed) EMILE E. LEBLANC,
Dy Recorder.

No. 1456. District court of La Fourche.

Filed July 28th, 1875.

(Signed) A. ROVIRA,
Dy Clerk.

NOTE K.

$3,500.00.] PARISH OF LA FOURCHE, *April 18th*, 1873.

On the twelfth day of the month of January, 1874, I promise to pay to the order of myself the sum of thirty-five hundred dollars, for value received, with eight per cent. interest per annum from maturity till paid, payable at the office of John J. Adams & Co., in New Orleans.
(Signed) T. J. DANNIS.

(Endorsed:)
Pay John J. Adams & Co. or order.
(Signed) T. J. DANNIS.

Ne varietur. Identified with an act of re-extension of time passed before me this day, April 18th, 1873.
(Signed) EMILE E. LEBLANC,
Recorder.

No. 1456. District court of La Fourche.

Filed July 28th, 1875.
(Signed) A. ROVIRA,
D'y Clerk.

160 NOTE L.

$3,500.00.] PARISH OF LA FOURCHE, *April 18th*, 1873.

On the twelfth day of the month of December, 1873, I promise to pay to the order of myself the sum of thirty-five hundred dollars, for value received, with eight per cent. interest per annum from maturity till paid, payable at the office of John J. Adams & Co., in New Orleans.
(Signed) T. J. DANNIS.

(Endorsed:)
Pay John J. Adams & Co. or order.
(Signed) T. J. DANNIS.

Ne varietur. Identified with an act of re-extension of time passed before me this day, April 18th, 1873.
(Signed) EMILE E. LEBLANC,
Recorder.

No. 1456. Dist. court of La Fourche.

Filed July 28th, 1875.
(Signed) A. ROVIRA,
D'y Clerk.

NOTE M.

Due 23 March, '70, $5,000
8 % to 18 Nov., '72, 1,067 78

$6,067 78

$5,000.00.

[THIBODAUX, *February 23d*, 1872.

On the fifteenth day of November next, 1872 (eighteen hun-
161 dred and seventy-two), I promise to pay to my own order, at the counting house of John J. Adams & Co., in New Orleans, the sum of five thousand dollars, for value received, with eight per cent. interest per annum from the 23d day of March, 1870.
(Signed) T. J. DANNIS.

(Endorsed:)
Pay to Jno. J. Adams & Co. or order.
(Signed) T. J. DANNIS.

Ne varietur. Identified with an act duly stamped passed before me this day, February 23d, 1872.
(Signed) EMILE E. LEBLANC,
D'y Recorder.

Filed July 28th, 1875.
(Signed) A. ROVIRA,
D'y Clerk.

NOTE N.

$5,000
1,130. int.

$6,130

$5,000

THIBODAUX, *February 23d*, 1872.

On the tenth day of January, 1873 (eighteen hundred and seventy-three), I promise to pay to my own order at the counting house of John J. Adams & Co., in New Orleans, the sum of five thousand dollars, for value received, with eight per cent. interest per annum from the 23d day of March, 1870.

(Signed) T. J. DANNIS.

(Endorsed:)

Pay to the order of John J. Adams & Co.

(Signed) T. J. DANNIS.

Ne varietur. Identified with an act duly stamped passed before me this day, February 23d, 1872.

162 (Signed) EMILE E. LEBLANC,
D'y Recorder.

Filed July 28th, 1875.

(Signed) A. ROVIRA,
D'y Clerk.

NOTE O.

$5,289 27
1,254 10

$6,543 37

$5,289 27

THIBODAUX, *February 23d*, 1872.

On the first day of March, 1873 (eighteen hundred and seventy-three), I promise to pay to my own order at the counting house of John J. Adams & Co., in New Orleans, the sum of five thousand two hundred and eighty-nine & $\frac{27}{100}$ dollars, for value received, with eight per cent. interest per annum from the 23d day of March, 1870.

(Signed) T. J. DANNIS.

(Endorsed:)

Pay Jno. J. Adams & Co. or order.

(Signed) T. J. DANNIS.

Ne varietur. Identified with an act duly stamped, passed me this day, February 23d, 1872.

(Signed) EMILE E. LEBLANC,
D'y Recorder.

Filed July 28th, 1875.

A. ROVIRA,
D'y Clerk.

NOTE P.

$5,000
1,085 56

$6,058 56

$5,000 00

THIBODAUX, *February 23d*, 1872.

On the first day of December next, 1872, I promise to pay to
163 my own order at the counting house of John J. Adams & Co., in New Orleans, *& Co., in New Orleans*, the sum of five thousand dollars, for value received, with eight per cent. interest per annum from the 23d day of March, 1870.

(Signed) T. J. DANNIS.

(Endorsed:)

Pay to John J. Adams & Co.

(Signed) T. J. DANNIS.

Ne varietur. Identified with an act duly stamped passed before me this day, February 23d, 1872.

(Signed) EMILE E. LEBLANC,
D'y Recorder.

Filed July 28th, 1875.

(Signed) A ROVIRA,
D'y Clerk.

NOTE Q.

$5,000
1,106 67

$6,106 67

$5,000 00

THIBODAUX, *February 23d*, 1872.

On the twentieth day of December next, 1873 (eighteen hundred and seventy-three), I promise to pay to my own order at the counting house of John J. Adams & Co., in New Orleans, the sum of five thousand dollars, for value received, with eight per cent. interest per annum from the 23d day of March, 1870.

(Signed) T. J. DANNIS.

(Endorsed:)

Pay to the order of John J. Adams & Co.

(Signed) T. J. DANNIS.

Ne varietur. Identified with an act duly stamped passed before me this day, February 23d, 1872.

(Signed) EMILE E. LEBLANC,
D'y Recorder.

164 Filed July 28th, 1875.

(Signed) A. ROVIRA,
D'y Clerk.

NOTE R.

$5,000 00
Int. 1,154 44

$6,154 44

$5,000 00

THIBODAUX, *February 23d*, 1872.

On the first day of February, 1873 (eighteen hundred and seventy-three), I promise to pay to my own order at the counting house of John J. Adams & Co., in New Orleans, the sum of five thousand dollars, for value received, with eight per cent. interest per annum from the 23d day of March, 1870.

(Signed) T. J. DANNIS.

(Endorsed:)

Pay John J. Adams & Co. or order.

(Signed) T. J. DANNIS.

Ne varietur. Identified with an act passed before me this day, February 23d, 1872.

(Signed) EMILE E. LEBLANC,
Dy Recorder.

Filed July 28th, 1875.

(Signed) A. ROVIRA,
Dy Clerk.

NOTE S.

$5 289.27.] PARISH OF LAFOURCHE, *May 5th*, 1871.

On the first day of the month of March next, 1872, I promise to pay to my own order at the counting house of John J. Adams & Co., in the city of New Orleans, the sum of five thousand two hundred and
165 eighty-nine $\frac{27}{100}$ dollars, for value received, with interest thereon at the rate of eight per centum per annum from and after the 23d (twenty-third) day of March, A. D. 1870 (eighteen hundred and seventy), till paid.

(Signed) T. J. DANNIS.

(Endorsed:) T. J. Dannis.

Filed July 28th, 1875.

(Signed) A. ROVIRA,
Dy Clerk.

Ne varietur. Identified with an act duly stamped passed before me this day, May 5th, 1871.

(Signed) EMILE E. LE BLANC,
Dy Recorder.

NOTE T.

$5,000.00.] PARISH OF LA FOURCHE, *May 5th*, 1871.

On the twentieth day of the month of December next, 1871, I promise to pay to my own order, at the counting-house of John J. Adams & Co., in the city of New Orleans, the sum of five thousand dollars, for value received, with interest thereon at the rate of eight per centum per annum from and after the 23d (twenty-third) day of March, A. D. 1870 (eighteen hundred and seventy), until paid.

(Signed) T. J. DANNIS.

(Endorsed:) T. J. Dannis.

Ne varietur. Identified with an act passed before me this day duly stamped.

May 5th, 1871.

(Signed) EMILE E. LE BLANC,
Dy Recorder.

166 Filed July 28th, 1875.

(Signed) A. ROVIRA,
Dy Clerk.

NOTE U.

$5,000.00.] PARISH OF LA FOURCHE, *May* 5th, 1871.

On the tenth day of the month of January next, 1872, I promise to pay to my own order, at the counting-house of John J. Adams & Co., in the city of New Orleans, the sum of five thousand dollars, for value received, with interest thereon at the rate of eight per centum per annum from and after the 23d (twenty-third) day of March, A. D. 1870 (eighteen hundred and seventy), until paid.

(Signed) T. J. DANNIS.

(Endorsed:) T. J. Dannis.

Ne varietur. Identified with an act duly stamped passed before me this day, May 5th, 1871.

(Signed) EMILE E. LE BLANC,
D'y Recorder.

Filed July 28th, 1875.

(Signed) A. ROVIRA,
D'y Clerk.

NOTE V.

$5,000.00.] PARISH OF LA FOURCHE, *May 5th*, 1871.

On the first day of the month of February next, 1872, I prom-
167 ise to pay to my own order, at the counting house of John J. Adams & Co., in the city of New Orleans, the sum of five thousand dollars, for value received, with interest thereon at the rate of eight per centum per annum from and after the 23d (twenty-third) day of March, 1870 (eighteen hundred and seventy), till paid.

(Signed) T. J. DANNIS.

(Endorsed:) T. J. Dannis.

Ne varietur. Identified with an act duly stamped passed before me this day, May 5th, 1871.

(Signed) EMILE E. LE BLANC,
D'y Recorder.

Filed July 28th, 1875.

(Signed) A. ROVIRA,
D'y Clerk.

NOTE W.

$5,000.00.] PARISH OF LA FOURCHE, *May 5th*, 1871.

On the first day of the month of December next, 1871, I promise to pay to my own order, at the counting-house of John J. Adams & Co., in the city of New Orleans, the sum of five thousand dollars, for value received, with interest thereon at the rate of eight per centum per annum from and after the 23d (twenty-third) day of March, A. D. 1870 (eighteen hundred and seventy), until paid.

(Signed) T. J. DANNIS.

(Endorsed:) T. J. Dannis.

168 Ne varietur. Identified with an act passed this day before me, May 5th, 1871.

(Signed) EMILE E. LE BLANC,
D'y Recorder.

Filed July 28th, 1875.

(Signed) A. ROVIRA,
D'y Clerk.

NOTE X.

$5,000.00.] PARISH OF LA FOURCHE, *May 5th*, 1871.

On the fifteenth day of the month of November next, 1871, I promise to pay to my own order, at the counting-house of John J. Adams & Co., in the city of New Orleans, the sum of five thousand dollars, for value received, with interest thereon at the rate of eight per centum per annum from and after the 23d (twenty-third) day of March, A. D. 1870 (eighteen hundred and seventy), until paid.

(Signed) T. J. DANNIS.

(Endorsed:) T. J. Dannis.

Ne varietur. Identified with an act duly stamped passed before me this day, May 5th, 1871.

(Signed) EMILE E. LE BLANC,
D'y Recorder.

Filed July 28th, 1875.

(Signed) A. ROVIRA,
D'y Clerk.

LETTER 1.

THIBODAUX, LA., *April* 16, '72.

Mr. C. CAVAROC,
New Orleans:

169 DEAR SIR: Since my last I find that it will be impossible for me to give you an answer before about the tenth (10th) of May; I am compelled to be out of the State until then. You may rely on my calling on you then & doing the best I can.

Yours respectfully,

(Signed) T. J. DANNIS.

P. S.—The interest is due before this, but only on you waiting till the above date, thereby given me a chance to take crop.

Filed December 7th, 1875.

(Signed) H. FRANKLIN,
Clerk.

LETTER 2.

THIBODAUX, 1*st May*, 1868.

FRANK WILLIAMS, Esq.,
Pres. Bank N. O.:

DEAR SIR: On the 14th of this month the first payment is due to the bank of N. O., under the arrangement which I made with you last year, by which the plantation of Tucker Bro's was sold and bought in by A. N. Cummings. I shall be unable to make that payment or any
170 part of it now, owing to a combination of many adverse circumstances, and shall have to ask you to give me time on it, and hope that before the end of the year I shall be able to make you some payment on it. Owing to the peculiar times I was not able to obtain any money facilities whatever, to enable me to make a crop last year; you may remember that I asked your consent to sell some of the

machinery on the place to raise means to do so. I made clear, about 100 bbls. of rice, enough to put me in a fair position to make a pretty fair crop this year, for which I have now a good prospect. I hope to make 800 bbls. of clear rice, and am well advanced with the crop.

There is a portion of the property, being about ⅓ (one third) the high land, on which there is an original vendor's mortgage of about $1,800.00 (eighteen hundred dollars), as much as it is worth cash. This comes ahead of your mortgage. The parties have been pushing me up some, and I have paid them a little and hope to be able to pay them a little more this spring. Mr. Louis Bush, of Bush & Goode, your representative here, is also the att'y for the other parties and can give you
171 information about this claim. He now resides in N. O.

I hope to be able to make a small planting of cane on this place this fall and to gradually get it stocked with cane, which will enhance it in value very much.

I addressed a similar letter to Mr. Barmsley, and hoping to hear from you soon,

I am very respectfully, etc.,
(Signed) G. W. TUCKER.

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN,
Clerk.

LETTER 3.

THIBODAUX, LA., *April 15th*, 1872.

C. CAVAROC, Esq.,
New Orleans:

MY DEAR SIR: Your favor of the 6th ultimo has been received. I do say that you are not right in wishing a settlement, none or not to be just after having received such kindness as has been given me during the last two years, but that you should base such demands on the representation of Dr. G. W. Tucker is more than I can conceive. I am more than surprise' in
172 such an assumption on his part, as I had been in hope that in the settlement made with him several months past, he would have judge' proper to forget any and all unpleasant feeling (if such existed), and be satisfied he get out of all bargain. He certainly was well paid for what was really nothing to him, and I can but express my great estonishment at his presuming to inform you of my financial position, the more so as he well knows the position in which he left me. I will endeavor to see what can be done towards your claims, and hope to communicate the result soon. Personally, I am unable to comply with the proposition you make. I reject it the more, inasmuch as I have been placed in such a false position by Dr. Tucker, whose conduct in this matter I looked upon as being anything but gentlemenly. And if necessary to convince you that you have been willfully misinformed I can refer you to business factors in your city.

I hope you will excuse me for making known my private feeling (which till then were amicable) in this matter, which is only intended for third parties, and allow nothing that has been written to affect our mutual good feelings.

You are at liberty to make such disposition of this letter as you may think proper.

173 With many thanks for past favors, I remain,
Yours respectfully,
(Signed) T. J. DANNIS.

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

LETTER 4.

THIBODAUX, LA., *May 3d*, 1870.

C. CAVAROC, Esq., *N. O.:*

DEAR SIR: You will please let me know the amount of interest due you by Dr. G. W. Tucker.

Yours, truly,
(Signed) T. J. DANNIS

$6,269.50.
Payment, 5 Jan'y, 1869; 7 May, 1869.
1st int. $2,269.50, due 1 May, 1868.
$2,000.00 " 1 " 1869.
$2,000.00 " 1 " 1870.

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

LETTER X.

[John J. Adams & Co., wholesale grocers and dealers in provisions, wines, liquors, lard, oils, etc., etc., 43, 45, & 47 Peters street, formerly near levee.]

NEW ORLEANS, *November 2d*, 1874.

N. W. CASEY, esq., *Receiver N. O. N. B'k'g Ass'n:*

174 DEAR SIR: The Homewood plantation, belonging to Thomas J. Dannis, upon which you hold a concurrent (or second) mortgage for $6,269.50, being encumbered with mortgages, and Mr. Dannis himself being greatly embarrassed and his property mortgaged for more than its value, and being ourselves interested as mortgage creditors of said Homewood plantation and desirous to have said place kept up as a sugar plantation, which can only be done by continuous and heavy advances from this time until the crop of 1875–76 (this year crop being entirely absorbed by balance of advances uncovered last year, '73–4, and the advances made this year, '74–5), we make you this proposition, to purchase your said claim of $6,269.50, with all your rights, etc., subrogated to us. Say 30% cash, or $1,880.85 in full of your claim.

Very truly, yours,
(Signed) JOHN J. ADAMS & CO.

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

175 *Opinion of court.*

THE STATE OF LOUISIANA,
Lafourche:

JOHN J. ADAMS & CO. }
vs.
THOMAS J. DANNIS. }

Rule to erase mortgages and complete adjudications.

Plaintiffs in rule aver that they became the purchasers at sheriff's

sale, on the 2d of October, 1875, of the plantation known as Homewood plantation, situated in said parish and fully described in their petition. That said sale was made at their instance and to satisfy their mortgage of date the 2d of April, 1870.

Plaintiffs further aver that Lovincy A. Webre, sheriff, refuses to complete adjudication, on the ground of the existence of prior judicial mortgages in favor of the Bank of New Orleans, Jerome Gaubert & als, Goodrich & Co., and E. L. Tanner & Co.; they pray that said mortgages be ordered erased, and further that the sheriff be decreed to complete his adjudication.

In answer to the rule appears one of the parties, N. W. Casey, receiver of the New Orleans National Banking Association, excepting, 1°, to the jurisdiction of this court, on the ground of domicil under the national bank act. 2°. That the proper proceedings is by direct
176 action and not by rule. 3°. That the proper parties are not before the court; and in answer he pleads the general denial and avers that said association succeeded to all the rights of the Bank of New Orleans in certain judgment versus Tucker Brothers, and that said judgment had never been paid & satisfied, and that said judgment is a valid lien on the said Homewood plantation, and concludes with a prayer of denial at plaintiff's costs.

In regard to the first exception, the New Orleans National Banking Association, having no greater rights than the Bank of New Orleans, its authors, touching the erasure of its mortgage is concerned, and the Bank of New Orleans being liable to similar proceedings in rule, its successor cannot avail itself of a special clause in an act of Congress to defeat their proceedings in rule. The second exception is untenable and also uncorrect. The third portion thereof cannot hold, because, as far as said association is concerned, it is limited to the protection of its own rights, and third parties who have received no notice stand unaffected by the decree.

177 The facts as shown to the court are that the Bank of New Orleans seized the Homewood plantation and caused the same to be sold under their judicial mortgage against the Tucker Brothers, the 7th day of September, 1867. The sheriff return on the writ of fi. fa. and the process verbal of adjudication show that the sale as advertised was for cash, and that A. N. Cummings, of New Orleans, became the purchaser for the sum of thirteen thousand and twenty-five dollars; that in accordance with the announcement by the sheriff, the purchaser retained in his hands the amount of the Gaubert mortgage, and the balance of adjudication is applied to the settlement of the claim of the plaintiff, to wit, the Bank of New Orleans and Godfrey Barmsley, a concurrent mortgage, and in consequence the sheriff sets over to the purchaser all the title of the Tucker Brothers in and to the Homewood plantation.

The acts of sale refers to an act of compromise of same date, which act is in evidence. The National Banking Association being the only party answering the rule, it is only necessary to examine its rights under the said sale.

178 That a sale was had under all the forms of law relative to judicial sales under the mortgage of the Bank of New Orleans, against the Tucker Brothers, this court cannot doubt. The act of compromise referred to, in which the Bank of New Orleans joined, recites that A. N. Cumings declared that he has this day purchased at sheriff's sale, in the case entitled The Bank of New Orleans vs. Tucker Brothers, for cash, a certain tract of land, etc., etc. Besides, the sheriff's adjudi-

cation divested the title of the Tucker Brothers, and as far as the law could, the rights of the Bank of New Orleans had been enforced against the judgment debtor, the debt due by the judgment debtor extinguished, as far as he was concerned, no matter what the bank may have done in a compromise with the Richard and the other judicial mortgagors.

The mortgage note of the bank had in effect come again in the hand of the makee, and any subsequent issue by him would not have moved the mortgage, and certainly the holding of said note by the judgment creditors after a sale pretended to collect the same, and a sale made for a sum sufficient to pay the said creditors, could give no vitality to
179 his mortgage given to secure the same and which had been enforced and extinguished; there can be no mortgage to secure the payment of an extinguished debt. 20 An., 199.

Right here it may be well to ask if after the 7th of September, 1867, the day of sale, could the Bank of New Orleans have seized and sold again the Homewood plantation? Since that date, could they have had at any time another fi. fa. against Homewood plantation? Most clearly not; so that whether the bank was actually paid or not, their judicial mortgage was extinguished by the sale and no concurrent or subsequent agreement could recognized as valid that which had no existence; but whether said compromise is valid as to the parties to it, can it affect third persons? Has it revived the bank judgment, so as to outrank subsequent mortgages on the same property? To both these questions the answer is in the negative.

John J. Adams & Co. having a subsequent mortgage, which mortgage is really first, as far as all the respondents to the rule are concerned, is entitled to the relief which he claims. He has became the purchas-
180 ers of the Homewood plantation, and the sheriff must complete the adjudication, on payment to him of the various items as laid down in the rule.

For these reasons let the rule in this case be made absolute, and let the recorder be and he is hereby ordered to erase and cancel the mortgages appearing of record in the name of the Bank of New Orleans, Goodrich & Co., R. & E.L. Tanner, and Jerome Gaubert & als. in so far as they affect Homewood plantation, mules, implements, etc., and upon payment to the sheriff by relators the sum of one thousand thirty-eight and $\frac{34}{100}$ dollars, he is herein ordered to complete his adjudication of the property therein, and to give possession of the same.

(Signed) JOHN S. BILLIN.
Judge ad hoc 15th Judicial Dist. Court.

Filed Dec. 18th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

Judgment.

15th judicial district, parish of Lafourche.

JOHN J. ADAMS & CO., IN LIQ., *vs.* THOMAS J. DANNIS. } No. .

The above entitled and numbered case on the rule to show cause
181 against Bank of New Orleans & al. to erase certain mortgages and for completion of adjudication to John I. Adams for use of John I. Adams & Co. in liquidation, the plaintiffs having been regularly

taken up and tried pursuant to assignment, and the law and the evidence being in favor of plaintiffs, and for the reasons assigned in open court in the written opinion of the court on file in said cause, it is ordered, adjudged, and decreed that the rule herein sued out by plaintiffs be made absolute; that Louis J. Comeaux, recorder of the parish of Lafourche, be, and he is hereby, ordered to erase and cancel the mortgages appearing of record in the name of the Bank of New Orleans, Goodrich & Co., R. & E. L. Tanner, and Jerome Gaubert & als., in so far as they affect "Homewood plantation," mules, implements, and improvements, and on payment to the sheriff of the sum of one thousand and thirty-eight $\frac{34}{100}$ dollars, the said sheriff is hereby ordered to complete his adjudication of said Homewood plantation to plaintiffs herein, and place them in possession of same, the said plantation being fully described in the rule herein to be said plantation, being composed of two tracts of lands as described in the rule.

182 Thus done, read, and signed in open court, parish of Lafourche, this 18th day of December, A. D. 1875.

(Signed) JOHN S. BILLIN,
Judge ad hoc.

Filed Dec. 18th, 1875.

(Signed) H. FRANKLIN, *Clerk.*

Writ to complete adjudication.

THE STATE OF LOUISIANA:

15th judicial dist. court, parish of Lafourche.

JOHN I. ADAMS & CO., IN LIQ., *vs.* THOMAS I. DANNIS. } No. 1456.

To Lovincy A. Webre, sheriff of the parish of Lafourche, greeting:

Pursuant to a decree on the rule in the above entitled and numbered cause, rendered by the above-entitled court on the 18th day of December, A. D. 1875, you are hereby ordered and commanded to complete the adjudication of the Homewood plantation, situated in said parish, to John I Adams & Co., the plaintiffs herein, and to place them in possession of the same.

You are further ordered, as well as the recorder of the parish of
183 Lafourche, to erase and cancel the mortgages appearing of record in the name of the Bank of New Orleans, Goodrich & Co., R. & E. L. Tanner, and Jerome Gaubert & als., in so far as they affect "Homewood plantation," mules, implements, and improvements, and how you shall have executed this writ you make return to us in our said court.

Witness the honorable Taylor Beattie, judge of said court, and the impress of the seal of my office this 7th day of January, A. D. 1876.

(Signed) A. ROVIRA,
Dy Clerk.

Sheriff's return on same.

Received the within writ to complete adjudication January 6th, 1876, and executed it on the same day, month, and year by completing the adjudication of the Homewood plantation to plaintiffs herein, and plac-

ing the said John J. Adams in possession of same, and on the same day, month, and year I ordered Jean Louis Comeaux, recorder of the parish of Lafourche, to erase and cancel the mortgages appearing of record in the name of the Bank of New Orleans, Goodrich & Co., in the name of R. & E. L. Tanner, and Jerome Gaubert and als., in so far as they affect Homewood plantation, mules, implements, and improvements.

184 Whereof I make this my return January 10th, 1876.

(Signed) L. A. WEBRE, *Sh'ff.*

Process verbal of sheriff's sale.

THE STATE OF LOUISIANA:

15th judicial district court, parish of Lafourche.

JOHN I. ADAMS & CO., IN LIQ., *vs.* THOMAS I. DANNIS. } No. 1456.

Know all men by these presents that whereas I, Lovincy A. Webre, sheriff of the parish of Lafourche, acting under a writ of executory process emanating from the above entitled court in the above entitled and numbered case, did on the third day of August, 1875, seize the following described property, to wit:

1°. A certain sugar plantation known and designated as the "Homewood plantation," situated in this parish, on the left bank of Bayou Lafourche, at about four miles below the town of Thibodaux, measuring seven arpents, more or less, front by eight arpents in depth, according to the existing lines, bounded above by lands of mortgagors just below described, and below by lands formerly belonging to Charles C. Williams but now belonging to Rivière & Espenan.

185 2°. A certain tract of land situated in this parish, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring two arpents more or less front by eighty arpents in depth, with a considerable opening of the lines as they recede from the Bayou Lafourche, bounded above by lands formerly belonging to Marcelin Adam, and now belonging to François Gaudé, and below by lands of the plantation just above described, together with all the buildings and improvements thereon or in any wise appertaining to said plantation, such as dwelling house, sugar house, mill and engine, cabins, barns, stables, and also all the live stock on and used in the cultivation of said plantation, such as mules, horses, cattle, etc., etc., as well as all the implements of husbandry now on or to be placed on said plantation during the existence of the present mortgage, sixteen (16) mules, three (3) wagons, two three-mule carts, one bagass cart, nine double ploughs, two single ploughs, three four-mules ploughs, and all the tools belonging and attached to said plantation, of which seizure the defendant, Thomas I. Dannis, was duly notified, as shown per return endorsed

186 on the back of the notice of seizure annexed to my return in the within suit; but the legal delay having expired, and he failing to comply with the requisites of the law, I then advertised said property for sale on the 28th day of August, 1875, by insertion of notice in the Lafourche Republican, the official and legal journal of the parish of Lafourche, and by posting up advertisements at the court-house doors, and at divers other public places in said parish, wherein a full description of the property was embodied, and the time, place, terms, and con-

ditions of the sale, and all other the requisites of a legal advertisement; the day of sale fixed for Saturday the 2d day of October, 1875, between the hours of 11 o'clock a. m. and 4 o'clock p. m. at the court house in the town of Thibodaux.

Terms of sale cash on the spot in United States Treasury notes.

On the first day of October, 1875, previous to the day of sale, the property having previously been subdivided according to law by Pierre A. Thibodaux, surveyor, as will fully appear by the plan annexed to my return.

The property seized was duly and legally appraised by Messrs. Louis S. Allain, appointed by plaintiffs, and Emile E. Le Blanc, ap-
187 pointed by defendant, as will fully appear by the proces verbal of appraisement annexed to my return.

Than on the 2d day of October, 1875, between the hours of 11 o'clock a. m. and 4 o'clock p. m., I repaired to the court house aforesaid, and then and there being read the aforesaid advertisements in a loud and audible voice before a large gathering of people, and also the certificate of mortgages granted by the recorder of said parish on the 2d day of October, 1875, showing the following to be the mortgages bearing on the aforesaid property, viz:

1°. A judicial mortgage in favor of Bank of New Orleans vs. Tucker Bros. in suit No. 578 on the docket of the late 3d judicial district court parish of Lafourche for $5,000.00, with eight per cent. interest from 15th Oct., 1861, rendered June 28th, 1867.

It appears from records of my office that this judgment was executed and the above-described sugar plantation of seven arpents front (excluding the upper two arpents) by eighty arpents in depth was seized, sold, and adjudicated to A. V. Cummings, the title of the Tucker Bros. fully divested as per adjudication of sheriff, inscribed Sept. 30th, 1867.

188 2°. A judicial mortgage in favor of R. & E. L. Tanner vs. G. W. Tucker, No. 507, on the docket of the late 3d judicial district court for $10,897$\frac{40}{100}$, with 8% int. from 1st December, 1863, inscribed June 28th, 1867. This mortgage seems to be purged by judicial sale under judgment of Bank of New Orleans.

3°. A conventional mortgage in favor of J. Benoit Richard, with vendor's privilege on the lower three arpents by eighty arpents of the aforesaid lands to secure the payment of a note of $3,008$\frac{30}{100}$, payable in March, 1858, with 8% int. after maturity until paid, inscribed February 27th, 1855; reinscribed Dec. 23d, 1865.

4°. A conventional mortgage in favor of J. Rosémond Le Blanc to secure two notes, 1st for $500.00, due in March, 1870, 2d, for $1,500 due in March, 1871, with interest at 8%, from their respective maturities. This mortgage effects with vendor's lien on the upper two arpents by eighty arpents deep of the aforesaid plantation. Inscribed December 31st, 1868.

5°. A conventional mortgage in favor of John J. Adams & Co. to secure $30,289$\frac{20}{100}$, with 8% per cent. int. thereon from 23d March, 1870, and 5% attorneys' fees. This mortgage effects the whole plantation nine arpents front by eighty arpents in depth. Inscribed April 2d, 1870.

190 6°. Bond of Thomas J. Dannis, as dative tutor of minors Mary Héloïse and Laura Anna Dannis, for $20,000 dollars; inscribed March 4th, 1871.

7°. A privilege in favor of John J. Adams & Co. for $7,000.00 for ad-

vances on Homewood plantation for the year 1874. Inscribed June 29th, 1874.

8th. A privilege on crop of the Homewood plantation in favor of Thomas McDarmott for $4,000.00 for advances for year 1875. Recorded April 2d, 1875.

9°. A judicial mortgage in favor of Goodrich & Co. against William and Tucker for $835 $\frac{24}{100}$, with 8% int. from 2d April, 1860, & costs of suit and protest. Inscribed January 3d, 1866. This mortgage seems to have been purged by judicial sale at suit of Bank of New Orleans vs. Tucker Brothers. See No. 1.

10°. A judicial mortgage in favor of Jérome Gaubert & others on the lower 3 arpents by 80 arpents deep, recognizing vendor's privilege for $1,100.00, with 8% int. from 3d April, 1861, until paid, and costs. This mortgage covers the one 3d described above. Inscribed 14th July, 1866.

11°. A privilege resulting from an act under private signature dated April 2d, 1875, authenticated, consented by Thomas J. Dannis in
190 favor Thomas McDarmott for the sum of over $4,000.00, as per advances to raise a crop during the year 1875. Insribed April 2d, 1875.

12°. The inscription of tax-collector book for taxes recorded for the year 1874, for State tax $215.32½ cents, and 111.37½ parish taxes, and 25 cents collector's fees. Inscribed 21 June, 1875.

I then offered the said property for sale, and so continued to offer the same in separate and distinct tracts according to the plan of survey, when John J. Adams became the purchaser thereof, he being the last and highest, for a total of seventeen thousand five hundred and nineteen dollars ($17,519.00), as described in sketch and diagram annexed to my return.

Lot No. 1, adjudicated to John J. Adams	$400 00
" " 2, " " " "	400 00
" " 3, " " " "	400 00
" " 4, " " " "	2,005 00
" " 5, " " " "	2,005 00
" " 6, " " " "	4,405 00
" " 7, " " " "	1,500 00
" " 8, " " " "	1,605 00
" " 9, " " " "	300 00
" " 10, " " " "	275 00
" " 11, " " " "	270 00
" " 12, " " " "	505 00
" " 13, " " " "	605 00
191 Lot No. 13 adjudicated to John J. Adams	605 00
" " 14, " " " "	605 00
" " 15, " " " "	655 00
" " 16, " " " "	605 00
" " 15 mules " " " "	750 00
" 3 wagons " " " "	100 00
" 2 three-mule carts " " "	55 00
" 9 double ploughs " " "	28 00
" 1 bagass cart " " "	10 00
" 2 single ploughs " " "	6 00
" 3 four-mule ploughs " "	10 00
" cane-knives, spades, &c. "	20 00
Total amount of adjudication	$17,519 00

The said John J. Adams then submitted to me the written powers of attorney of John J. Adams & Co., in liq., the seizing creditors authorizing and empowering him to bid in the property in his individual name for the use and benefit of said seizing creditors, and authorizing him over and above the legally subsisting privileges and mortgages to retain the balance of the amount of adjudication in part satisfaction of the writ herein.

Whereof the said John J. Adams tendered the following amount of money, to wit:

One thousand and thirty-eight $\frac{34}{100}$ dollars	$1,038	34
To pay sheriff's fees	$141	64
printer's fees	40	50
192 clerk's fees	20	00
recorder's fees	34	00
surveyor's fees	118	00
appraiser's fees	8	00
guardian's fees, 61 days @ $2 per day	122	00
State & parish taxes of 1874	326	95
R. R. McBride, holder of a note of $500.00, secured by mortgage, fourthly described in certificate of mortgages to pay on balance due on said note	227	25
Total	$1,038	34

And he claimed the balance of proceeds to pay privileges, etc., in favor of Thomas McDarmott, secured on present crop for advances amounting to $4,000.00, and the remainder, to wit, the sum of twelve thousand four hundred and eighty $\frac{66}{100}$ dollars, to be credited on the writ herein.

The said John J. Adams, acting for himself and for the firm of John J. Adams & Co. in liq., claimed that the following mortgages appearing on the certificate of mortgages were no longer valid mortgages; that the same were prescribed, paid, and had been purged by execution of the judgment in suit of Bank of New Orleans vs. Tucker Bro's, and suit of J. Rosemond Le Blanc vs. Tucker, viz:

1°. The judicial mortgage of Bank of New Orleans resulting from inscription of judgment on 30th September, 1867. This judgment was executed and the title of Tucker Bro's, judgment debtors, was fully divested.

2°. Judicial mortgage of R. & E. L. Tanner & Co., purged by execution at suit of Bank of New Orleans vs. Tucker Bros.

3°. A conventional mortgage of I. Benoit Richard as paid, and the Richard heirs now so acknowledged.

9°. A judicial mortgage in favor of Goodrich & Co., also purged by the sale and adjudication at suit of Bank of New Orleans vs. Tucker Bros.

10°. Judicial mortgage of Gaubert & als., being conventional mortgage of Richard (see No. 3), is paid.

I thereupon refused the tender made to me as aforesaid by John J. Adams, who claimed that his firm had the first mortgage on the property, with the exception of the small balance aforesaid due R. R. McBride; the other note of $1,500.00, concurring with that of R. R. McBride, being in hands of plaintiffs in execution, and I refused to complete the adjudication to said John J. Adams and to give him possession. Whereupon the said John J. Adams, stating that he acted for his firm, notified me that he would rule me and all parties in

194 interest to compel a completion of the adjudication and the erasure of all mortgages.

I retained possession of the property. On the 19th day of October, 1875, a rule to complete adjudication was sued out in the 15th judicial district court of the parish of Lafourche, in this case, by John J. Adams & Co., in liq., through their attorney of record, Mr. Clay Knobloch.

The legal service of rule was duly accepted by me on the 19th day of October, 1875.

Then, on the 18th day of December, 1875, the Hon. John S. Billin, judge ad hoc, appointed by the court in the case (the Hon. Taylor Beattie, judge of the fifteenth judicial district court for the parish of Lafourche, having recused himself), rendered the following judgment, which reads as follows, viz:

"The above entitled and numbered case on the rule to show cause against Bank of New Orleans & als. to erase certain mortgages and for the completion of adjudication to John J. Adams, for use of John J. Adams & Co., in liquidation, the plaintiffs having been regularly taken up and tried, pursuant to assignment, and the law and the evidence being in favor of the plaintiffs, and for the reasons assigned in
195 open court, in the written opinion of the court, on file in said cause, it is ordered, adjudged, and decreed that the rule herein sued out by plaintiff be made absolute; that Louis J. Comeaux, recorder of the parish of Lafourche, be, and he is hereby, ordered to erase and cancel the mortgages appearing of record in the name of the Bank of New Orleans, Goodrich & Co., R. & E. L. Tanner, and Jerome Gaubert & als., in so far as they affect Homewood plantation, mules, improvements, and implements, and on payment to the sheriff of the sum of one thousand and thirty-eight $\frac{34}{100}$ dollars, the said sheriff is hereby ordered to complete his adjudication of the Homewood plantation to plaintiffs herein, and place them in possession of same, the said plantation being fully described in the rule herein, the said plantation being composed of the tracts of land as described in the rule.

"Thus done, read, and signed in open court, parish of Lafourche, this 18th day of December, A. D. 1875.

(Signed) "JOHN. S. BILLIN,
"*Judge ad hoc.*"

Then, by virtue of the above judgment, I have completed the adjudication of the Homewood plaintiffs herein and placed the said John J. Adams in possession of the same.

196 Then the said John J. Adams paid to me the following amount of money, to wit, one thousand and thirty-eight $\frac{34}{100}$ dollars, to pay—

Sheriff's fees	$141 64
Printer's fees	40 50
Clerk's fees	20 00
Recorder's fees	34 00
Surveyor's fees	118 00
Appraiser's fees	8 00
Guardian fees (61 days), @ $2 per day	122 00
State & parish taxes of 1874	326 95
R. R. McBride, holder of a note of $500.00, secured by mortgage fourthly described in certificate of mortgage to pay balance due on said note	227 25
	$1,038 34

And retained in his hands the balance of proceeds of sale to pay privilege, &c., in favor of Thomas McDarmott, secured on present crop for advances amounting to four thousand dollars ($4,000.00), and the remainder, to wit, the sum of twelve thousand four hundred and eighty $\frac{66}{100}$ dollars ($12,480.66), to be credited on the writ herein.

The recorder of mortgages of the parish of Lafourche is hereby authorized to cancel and erase all mortgages, liens, privileges, or incumbrances appearing of record as subsequent in date to the mortgage of the seizing creditors, under which the present sale is made.

197 Now, therefore, know all men by these presents, that whereas I, Lovincy A. Webre, sheriff of the parish of Lafourche, do, by virtue of the powers vested in me by law of the act in such case made and provided, sell, set over, and transfer and convey unto the purchaser, John J. Adams & Co., for and in consideration of the sum above stipulated and paid as aforesaid, all the rights, title, interest, and claims the said Thomas J. Dannis had in or on the aforesaid property, and for him to have and to hold the same in true and perfect ownership.

Witness my hand officially, at my office in the town of Thibodaux, parish of Lafourche, January 6th, 1876.

(Signed) L. A. WEBRE, *Sheriff.*

Recorder's certificate of registry on same.

RECORDER'S OFFICE, PARISH OF LAFOURCHE.

Duly recorded in conveyance book No. 16, folio 487 to 494.
Witness my hand and official seal this 6th day of January, 1876.
[L. S.] (Signed) L. R. CURTIS, *D'y Recorder.*

Sheriff's certificate on same.

198 Duly recorded in sheriff's office, January 6th, 1876.
(Signed) THEOPHILE THIBODAUX,
D'y Sheriff.

Filed January 6th, 1875.
(Signed) L. R. CURTIS,
D'y Recorder.

Received & filed Jan'y 12th, 1876.
(Signed) H. FRANKLIN, *Clerk.*

Supplemental return of sheriff.

THE STATE OF LOUISIANA:

15th judicial dist. court, parish of Lafourche.

JOHN J. ADAMS & CO., IN LIQ., }
vs. }
THOMAS J. DANNIS. }

As a supplement to my return made day of , 1875, in this case:

On the 19th of October, 1875, a rule to complete adjudication was sued out in the 15th judicial district court of the parish of Lafourche, in the case of John J. Adams & Co., in liq., through their attorney of record Mr. Clay Knobloch.

The legal service of rule was duly accepted by me on the 19th day of October, 1875.

Then on the 18th day of December, 1875, the Hon. John S. Billin, judge ad hoc, appointed by the court in this case (the Hon. Taylor Beattie, judge of the 15th judicial district court for the parish of
199 Lafourche, having recused himself), rendered the following judgment, which reads as follows, viz:

"The above entitled and numbered case on the rule to show cause against Bank of New Orleans & als. to erase certain mortgages, and for completion of adjudication to John J. Adams & Co., in liq, plaintiffs, having been regularly taken up and tried pursuant to assignment, and the law and the evidence being in favor of plaintiffs, and for the reasons assigned in open court in the written opinion of the court, on file in said cause, it is ordered, adjudged, and decreed that the rule herein sued out by plaintiffs be made absolute; that Louis J. Comeaux, of the parish of Lafourche, be and he is hereby ordered to erase and cancel the mortgages appearing of record in the name of the Bank of New Orleans, Goodrich & Co., R. & E. L. Tanner, and Jerome Gaubert, & als., in so far as they effect Homewood plantation, mules, implements, and improvements, and on payment to the sheriff of the sum of one thousand and thirty-eight $\frac{34}{100}$ dollars the said sheriff is hereby ordered to complete his adjudication of the said Homewood plantation to plaintiffs herein and place them in possession of same, the said plantation being fully described in the rule herein, the said plantation
200 being composed of the tract of land as described in the rule.

"Thus done, read, and signed in open court, parish of Lafourche, this 18th day of December, A. D. 1875.

(Signed) "JOHN S. BILLIN,
"*Judge ad hoc.*"

Then, by virtue of the above judgment, I have completed the adjudication of the Homewood plantation to plaintiffs herein, and placed the said John J. Adams in possession of same.

Then the said John J. Adams, on the 6th day of January, 1876, paid to me the following amount of money, to wit, one thousand and thirty-eight $\frac{34}{100}$ dollars, to pay—

Sheriff's fees	$141 64
Printer's fees	40 50
Clerk's "	20 00
Recorder's "	34 00
Surveyor's "	118 00
Appraiser's "	8 00
Guardian " 61 days @ $2.00 per day	122 00
State & parish taxes, 1874	326 95
R. R. McBride, holder of a note of $500.00 secured by mortgage, fourthly described on certificate of mortgages to pay balance due on said note	227 25
Total	1,038 34

201 And retained in his hands the balance of proceeds of sale to pay privilege, etc., in favor of Thomas McDermott, secured on present crop for advances amounting to four thousand dollars ($4,000.00), and

the remainder, to wit, the sum of twelve thousand four hundred and eighty $\frac{66}{100}$ dollars ($12,480.66), to be credited to the writ herein.

Whereof I make this my return January 10th, 1876.

(Signed) L. A. WEBER, *Sh'ff.*

Filed Jan. 10th, 1876.

(Signed) H. FRANKLIN, *Clerk.*

Petition for appeal.

15th jud. dist. court, parish of Lafourche.

JOHN J. ADAMS & CO., IN LIQUIDATION, *vs.* THOMAS J. DANNIS. } No. 1456.

To the honorable the judge of the fifteenth judicial district court, sitting in and for the parish of Lafourche:

The petition of Nicholas W. Casey, receiver of the New Orleans National Banking Association, who resides in the city of New Orleans, with respect, represents—

202 That he is informed and believes that there is error to his prejudice in the judgment herein rendered and signed on the 18th day of December, 1875, against him, upon a rule taken by plaintiffs upon this petitioner and others.

That petitioner is desirous of appealing from said judgment to the supreme court of the State of Louisiana.

Wherefore petitioner prays that an appeal be allowed him from the said judgment upon his giving bond, conditioned as the law directs, in the sum of dollars, and that said appeal be made returnable to the supreme court of the State of Louisiana according to law.

And petitioner further prays that John J. Adams & Co., in liquidation, pl'ffs herein, Thomas J. Dannis, and all other parties in interest, be cited to appear and answer said appeal, and petitioner prays for general relief.

(Signed) J. D. ROUSE,
J. MURPHY,
Att'ys for Petitioner.

Filed April 22d, 1876.

(Signed) H. FRANKLIN, *Clerk.*

Affidavit on same.

Andrew J. Murphy, being duly sworn, deposes and says that he is one of the attorneys for N. W. Casey, receiver, &c., petitioner

203 herein, and that Taylor Beattie, judge of the fifteenth judicial district court, is now absent from the parish of Lafourche.

(Signed) ANDREW J. MURPHY.

Sworn to and subscribed before me this 22d day of April, 1876.

(Signed) ARTHUR F. KNOBLOCH,
Parish Judge, Parish of Lafourche.

Order of appeal.

Let the within petition of appeal be filed, and let the appeal therein

prayed for be granted, returnable to the supreme court of the State of Louisiana, according to law, upon petitioner furnishing bond, conditioned according to law, in the sum of one hundred and fifty dollars, and let all parties in interest be cited to answer thereto.

Done, granted, and signed this 22d day of April, 1876, in the absence from the parish of Lafourche of the Hon. Taylor Beattie, judge of the 15th jud'l dist.

(Signed) ARTHUR F. KNOBLOCH,
Parish Judge, Parish of Lafourche.

Appeal bond.

Know all men by these presents that we, Nicholas W. Casey,
204 receiver of New Orleans Banking Association, as principal, and Lewis R. Curtis, of the parish of Lafourche, as surety, are held and firmly bound unto the clerk of the fifteenth judicial district court in and for the parish of Lafourche, his successors, executors, administrators, and assigns, in the sum of one hundred and fifty dollars, for the payment whereof we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Sealed with our seal, and dated at the city of New Orleans, on this 28th day of November, in the year of our Lord one thousand eight hundred and seventy-six.

Whereas the above bounden Nicholas W. Casey, receiver of the New Orleans National Banking Association, has filed a petition of appeal from a final judgment rendered against him & others in the suit of John J. Adams & Co., in liquidation, vs. Thomas J. Dannis, No. 1456, in the 15th judicial district court for the parish of Lafourche, on the 18th day of December, 1875, and signed on the same day:

Now, the condition of the above obligation is such that the above bound N. W. Casey, receiver of the N. O. Nat. Banking Association, shall prosecute his said appeal and shall satisfy whatever judg-
205 ment may be rendered against him, or that the same shall be satisfied by the proceeds of the sale of his estate, real and personal, if he be cast in the appeal; otherwise, that the said Lewis R. Curtis shall be liable in his place.

(Signed) N. W. CASEY, [SEAL.]
Receiver New Orleans National Ban'g Ass'n.
(Signed) L. R. CURTIS. [SEAL.]

Signed, sealed, and delivered in the presence of—

Affidavit of surety on bond.

Personally came Lewis R. Curtis, surety on the within bond, who, having been by me duly sworn upon his solemn oath, doth say that over and above his debts and outside of property exempt from seizure under existing State laws, he is worth one hundred and fifty dollars.

(Signed) L. R. CURTIS.

Sworn to and subscribed before me this 29th day of Nov., 1876.

(Signed) H. FRANKLIN,
Clerk of Court.

Filed Nov. 28th, 1876.

(Signed) H. FRANKLIN,
Deputy Clerk.

206 *Petition.*

THE STATE OF LOUISIANA:

Third district court, parish of Lafourche.

JEROME GAUBERT ET AL.
vs.
GEORGE W. TUCKER.

To the honorable the district court of the third judicial district sitting in and for the parish of Lafourche:

The petition of Jerome Gaubert, and of Celestine Richard, and of Marcelin Richard in his capacity of administrator of the succession of Joseph Benoit Richard, opened in said parish, all three residing in the parish of Lafourche, respectfully represents:

That by notarial act passed before J. Kleber Gourdain, recorder of the parish of Lafourche, on the 27th of February, 1855, duly inscribed in the mortgage records on the same day and reinscribed on the 23d of December, 1865, Joseph Benoit Richard, of the said parish, and his children, all of full age, sold and conveyed to Tucker Brothers, an agricultural firm domiciliated in the said parish, and composed of George W. Tucker, Pascal E. Tucker, and Sarah L. Tucker, wife of William K. Douglass, a certain tract of land situated in the parish of Lafourche,
207 on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring three arpents, more or less, front, by eighty arpents in depth, between closing lines then bounded above by lands of the purchasers and below by land of Tucker & Rose, with all the buildings and improvements thereon, being the same tract of land acquired by the said Joseph Benoit Richard from his father per act before William Goforth, then parish judge in and for said parish, on the 21st day of June, 1810, and the double concession acquired from the United States for and in consideration of the sum of nine thousand and twenty-five dollars ($9,025.00), to be paid by equal thirds in the months of March of the years 1856, 1857, and 1858, to represent which the said vendees made their three several promissory notes of even date with said act each for the sum of three thousand and eight $(\frac{33\frac{1}{3}}{100})$ dollars ($3,008.33$\frac{1}{3}$), to their own order and by them endorsed, payable respectively in the month of March of the years 1856, 1857, and 1858, with eight per cent. per annum interest on each until paid, with which act they were duly identified by the paraph of the said recorder.

To secure the payment of the said purchase price a special
208 mortgage and vendor's privilege was consented and reserved under the pact de non alienando; all of which will more fully appear by a copy of the said act hereto annexed for reference.

Your petitioners further represent that the two first installments have been duly paid and the mortgage cancelled pro tanto; that on the third and last installment fifteen hundred dollars ($1,500.00) were paid on the third of April, 1858, five hundred and twenty-eight $\frac{97}{100}$ dollars on the eleventh of April, 1859, thus leaving a balance due of eleven hundred dollars ($1,100.00), on which, on the 11th of December, 1861, interest was paid up to the 3d of April, 1861, thus leaving due and unpaid on the eleventh day of December, 1861, eleven hundred dollars ($1,100.00), with interest thereon at the rate of eight per cent. per annum from the 3d of April, 1861, until paid, as will more fully appear by reference to

the said note and the endorsement thereon hereunto annexed as part of this petition.

Your petitioners further represent that they are the legal and bona fide holders of the said note, and that they have repeatedly demanded the payment thereof more than thirty days previous to the institution of this suit of the said vendees without effect; that George W.
209 Tucker, of the said parish of Lafourche, is now in possession of the said tract of land, and that payment has been demanded of him for more than ten days since the expiration of the aforesaid demand of thirty days, and that he has neglected the balance due as aforesaid to pay and satisfy.

Your petitioners further represent that from the 30th day of October, 1862, date when the Federal troops took possession of the Lafourche district, and previously up to the 18th of April, 1865, when Charles Daniels assumed to act as recorder, the office of the recorder of mortgages in and for the said parish of Lafourche was closed and no business could legally be transacted therein, by reason of which petitioners were prevented and precluded from reinscribing the mortgage and vendor's privilege resulting from the said sale.

In view of the premises petitioners aver the tract of land above described, now in the possession of George W. Tucker of the parish of Lafourche is subject to be seized and sold to satisfy the balance due as aforesaid in principal with interest as above claimed, of which demand has been made in legal form in the manner directed by law and the costs.

Wherefore, affixing a fifty-cents internal-revenue stamps, petitioners pray the said George W. Tucker be duly cited; that the
210 mortgage and vendor's privilege under the pact de non alienando be recognized as in full force and as operating upon the tract of land herein described, that judgment be rendered directing the said George W. Tucker to pay and satisfy the balance due as aforesaid, to wit, the sum of eleven hundred dollars ($1,100.00), with eight per cent. per annum interest thereon from the 3d of April, 1861, until paid and costs of suit, within such delay as may be fixed by the court, and that in default thereof the said land be seized and sold to satisfy and pay the balance due as aforesaid with interest as above claimed and the costs.

And petitioners pray for all and general the relief to which they may be entitled in the premises and which the nature of the case may require. And as in duty bound will ever pray.

(Signed) LOUIS BUSH,
Att'y Pet'n'r.

Filed May 31st, 1866.
(Signed) J. W. KNOBLOCH,
D'y Clerk.

Filed December 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

211 *Note annexed to petition.*

PARISH OF LAFOURCHE, *February 27th*, 1855.

In all the month of March, eighteen hundred and fifty-eight, we, Tucker Brothers, as principals, and Robert Tucker, as security, promise to pay, jointly, severally in solida, to the order of Tucker Brothers, at

the office of the recorder of said parish, the sum of three thousand eight hundred thirty-three $\frac{1}{3}$ cents for value received, with interest at the rate of eight per cent. per annum from maturity till paid.

(Signed) TUCKER BROS.
" ROBERT TUCKER.

Endorsed: Tucker Bros.

Received Thibodaux, April 3d, 1858, fifteen hundred dollars on $\frac{3}{4}$ of within note.

$1,500.00.

(Signed) M. RICHARD.

Received Thibodaux, 11th April, 1859, five hundred and twenty-ei t $\frac{97}{100}$ dollars on $\frac{3}{4}$.

$528.97.

(Signed) M. RICHARD.

Received Lafourche, 11th December, 1861, one hundred and seventy-six dollars, being the interest in full up to March, (1861,) eighteen hundred and sixty-one.

(Signed) M. RICHARD.

212 Filed May 11th, 1866.

(Signed) I. W. KNOBLOCK,
Dy Clerk.

Copy of sale J. B. Richard to Tucker Brothers.

UNITED STATES OF AMERICA,
State of Louisiana, Parish of Lafourche:

Know all men by these presents, that on this 27th day of the month of February, in the year of our Lord one thousand eight hundred and fifty-five, and of the American Independence the 79th year, before me, Joseph Kleber Gourdain, recorder and ex-officio, a notary public, duly commissioned and qualified, in and for said parish of Lafourche, in the State aforesaid and therein residing, and in the presence of Mess. Emile E. Le Blanc and Louis Allain, good and competent witnesses, also domiciliated in said parish, personally came and appeared 1°. Joseph Benoit Richard, of said parish and his children of age, viz: 2° Valery Richard; 3° Evariste Richard; 4° Celestine Richard; 5° Marcellin Richard; 6° Aimée Richard, wife of Augustin Herbert; 7° Elodie Richard wife
213 of Jerome Gaubert; and 8° Melitte Elvina Richard, wife of Eugene Gaubert, all residing in said parish, the said wives being duly authorized and assisted by their said husbands here present, and the said children herein acting by representation of their mother, Céleste Braux, deceased, wife of said Joseph Benoit Richard.

Which appearers declared and said that for the purpose of settling and liquidating the estate of said Céleste Braux, and the community heretofore existing with her surviving husband, J. B. Richard, one of the appearers and for the purpose also, of affecting a partition among themselves, they have sold, ceded, transferred, and conveyed, and delivered, and by these presents they do sell, cede, transfer, convey, and deliver with all the warranties of the law and with full substitution and subrogation to all their rights and action in warranty against all proceeding vendors and owners, to and unto George Washington Tucker, Pascal E. Tucker, and Miss Sarah Louisa Tucker, an agricultural firm established in said parish under the name and style of Tucker Brothers

herein represented by the said George W. Tucker, here present, accepting and purchasing for the said firm, their heirs, and assigns
214 and acknowledging possession and delivery hereof, a certain tract of land situated in the parish of Lafourche on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux measuring three arpents, more or less, front, by eighty arpents in depth, between closing lines, bounded above by lands of the purchasers and below by those of Tucker & Rose, with all the buildings and improvements thereon, being the same tract of land acquired by the said Joseph Benoit Richard from his father, per act before William Goforth, the parish judge in and for the said parish, on the 21st day of June, 1810.

And the same from the records of my office is free from mortgages, and the double concession was acquired from the United States.

This sale is made with the following reservations:

1st. The said Joseph Benoit Richard shall have the privilege of occupying all the buildings in front and the yard and garden as far back as the back fence of the garden until April, 1856.

2d. The said Marcelin Richard shall have the right of taking from the said yard a cooper's shop.

215 The present sale is made and accepted for and in consideration of the sum of nine thousand & twenty-five dollars, on payment of which sum the said purchasers represented as aforesaid, have furnished their three promissory notes with Robert Tucker, esq., as joint security in solido payable to their own orders and by themselves, endorsed at the office of the recorder of said parish, each for the sum of three thousand and eight dollars and thirty-three ⅓ cents, payable one in all and each of the months of March, of the years eighteen hundred and fifty-six, eighteen hundred and fifty-seven, & eighteen hundred and fifty-eight, with interest at the rate of eight per cent. per annum after their respective maturities until paid. Which notes after having been signed and paraphed "Ne varietur" by me the recorder in order to identify them herewith were by me delivered to the vendors who hereby acknowledge the receipt of the same, and give discharge therefore. And in order to secure the full and punctual payment of said notes, and such eventual interest as may accrue thereon the premises presently sold by consent of the purchasers, shall be and remain specially mortgaged and
216 hypothecated with vendor's privilege in favor of the holder or holders of said notes until full and final payment. The purchasers represented as aforesaid binding & obligating themselves the same not to alienate, mortgage or incumber to the prejudice of the mortgage herein granted.

Thus done and executed the day, month, and year first above written at my office, in the town of Thibodaux.

In faith whereof the parties, witnesses, and I, the recorder, have signed these presents after the reading and translation hereof in the French language, the said Joseph Benoit Richard, Valery Richard, Mélite Elvina Gaubert, Eugene Gaubert, Célestine Richard, Aimée Hébert, Augustin

Hébert, Elodie Gaubert, Jérome Gaubert declaring not knowing how to sign made their ordinary marks.

(Signed) JOSEPH BENOIT his × mark. RICHARD.

" VALERY his × mark. RICHARD.

" MÉLITE ELVINA her × mark. GAUBERT.

" EUGENE his × mark. GAUBERT.

" EVARISTE his × mark. RICHARD.

" CÉLESTINE her × mark. RICHARD.

" AIMÉE HÉBERT.

" AUGUSTIN his × mark. HÉBERT.

" ELODIE her × mark. GAUBERT.

" GEROME his × mark. GAUBERT.

217 (Signed) M. RICHARD.

" TUCKER BRO'S.

E. E. LE BLANC.
LOUIS ALLAIN.

J. K. GOURDAIN, *Recorder.*

RECORDER'S OFFICE, PARISH OF LAFOURCHE,
June 18th, 1866.

I certify the foregoing to be a true copy from the original on file in my office, and duly recorded therein in conventional mortgage book on the 27th day of February, 1855, and reinscribed on the 23d of December, 1865.

[L. S.] (Signed) J. K. GOURDAIN,
Recorder.

Filed June 26th, 1866.
(Signed) J. W. KNOBLOCH,
D'y Clerk.

Citation.

STATE OF LOUISIANA:

Third judicial district court, sitting in and for the parish of Lafourche.

JEROME GAUBERT & ALS. *vs.* GEORGE W. TUCKER. } No. 487.

To George W. Tucker, residing in said parish:

You are hereby summoned to comply with the prayer of the petition,

a true and faithful copy whereof accompanies this citation, or to file your answer thereto in writing with the clerk of said court, at his
218 office in the town of Thibodaux, ten days after the service hereof, adding one day for every ten miles your residence is distant from the place of holding the said court in the town of Thibodaux.

Witness honorable Frederick Gates, judge of said court, granted under the impress of the seal of said court, and my official signature, this the 31st day of the month of May, 1866.

[L. S.] (Signed) J. W. KNOBLOCH,
Dy Clerk.

Sheriff's return on same.

Received the within citation May 31st, 1866, together with a true and certified copy of the same and of the petition in this case, and served the same on the 2d day of June of the same year by handing the said true and certified copy of the same and of the petition in this case to George W. Tucker in person, at his domicile situated in said parish, left bank of Bayou Lafourche, at about four miles below the town of Thibodaux.

Whereof I make this my return June 4th, 1866.
(Signed) I. F. LAGARDE,
Dy Sheriff.

Returned & filed June 5th, 1866.
(Signed) J. W. KNOBLOCH,
Dy Clerk.

219 *Judgment.*

THE STATE OF LOUISIANA:

3d district court, Lafourche.

JEROME GAUBERT & ALS. }
vs. } No. 487.
GEORGE W. TUCKER. }

The legal delay having expired since the entry of judgment by default and no answer having been filed, the plaintiffs fixed the same for trial and tried the same ex parte, when the law and the evidence being in favor of the plaintiffs it is ordered, adjudged, and decreed that the mortgage and vendor's privilege resulting from an act of sale passed before J. Kleber Gourdain, recorder of the parish of Lafourche, on the twenty-seventh day of February, 1855, recorded on the same day and reinscribed on the 23d of December, 1865, be and the same are recognized as valid and binding in law and executory to satisfy and pay the sum of eleven hundred dollars ($1.100.00), with eight per cent. per annum interest thereon from the 3d of April, 1861, until paid, and the costs of suit, being the balance of the purchase price of a certain tract of land situated in the parish of Lafourche, on the left bank of the Bayou La-
220 fourche, at about four miles below the town of Thibodaux, measuring three arpents, more or less, front, by eighty arpents in depth, between closing lines, bounded above by land of Tucker Bros., and below by the land of Tucker & Rose, with all the buildings and improvements thereon, being the same tract of land acquired by

Joseph Benoit Richard from his father, by an act before William Goforth on the 21st of June, 1810, and the double concession from the U. S.

It is further ordered, adjudged, and decreed, that if within ten days after this judgment is notified to George W. Tucker, the third possessor, he do not pay and satisfy the balance due as aforesaid, that the said land be seized and sold according to law to satisfy and pay eleven hundred dollars ($1,100.00), with eight per cent. per annum interest thereon, from the third of April, 1861, until paid, and costs secured by mortgage and vendor's privilege to be paid by preference out of the proceeds of said lands.

Thus done, read, and signed in open court at Thibodaux, Lafourche, this the 26th day of June, A. D. eighteen hundred and sixty-six.

(Signed) FRED. GATES,
Judge of Third Judicial Dist.

Filed June 27th, 1866.
(Signed) J. W. KNOBLOCH,
D'y Clerk.

221 *Notice of judgment.*

THE STATE OF LOUISIANA:

Third district court, parish of Lafourche.

JEROME GAUBERT & ALS. *vs.* GEORGE W. TUCKER. } No. 487.

To George W. Tucker, residing in said parish:

Please take notice, that on the 26th day of June, 1866, the court rendered judgment in the above entitled and numbered case in the words and figures following, viz:

The legal delay having expired since the entry of judgment by default, and no answer having been filed, the plaintiffs fixed the same trial and tried the same ex parte; when, the law and the evidence being in favor of the plaintiffs, it is ordered, adjudged, and decreed that the mortgage and vendor's privilege resulting from an act of sale passed before J. Kleber Gourdain, recorder of the parish of Lafourche on the twenty-seventh of February, 1855, recorded on the same day and reinscribed on the 23d day of December, 1865, be and the same are recognized as valid and binding in law, and executory, to satisfy andpay the sum of eleven hundred dollars ($1,100.00), with eight per cent. per annum
222 interest thereon from the 3d of April, 1861, until paid, and the costs of suit, being the balance of the purchase price of a certain tract of land situated in the parish of Lafourche, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring three arpents, more or less, front, by eighty arpents in depth, between closing lines, bounded above by lands of Tucker Bros., and below by the land of Tucker & Rose, with all the buildings and improvements thereon, being the same tract of land acquired by Joseph Benoit Richard from his father, by act before William Goforth, the 21st of June, 1810, and the double concession from the U. S.

It is further ordered, adjudged, and decreed that if within ten days after this judgment is notified to George W. Tucker, the third possessor,

he do not pay and satisfy the balance due as aforesaid, that the said land be seized and sold according to law, to satisfy and pay eleven hundred dollars ($1,100.00), with eight per cent. per annum interest thereon from the third of April, 1861, until paid, and costs secured by mortgage and vendors' privilege, to be paid by preference out of the proceeds of said land.

223 Thus done, read, and signed in open court at Thibodaux, Lafourche, this the 26th day of June, A. D. eighteen hundred and sixty-six.

(Signed) FRED. GATES.
Judge of Third Judicial District.

A true copy. Witness my hand and the impress of the seal of said court this 19th day of July, A. D. 1866.

[SEAL.] (Signed) J. W. KNOBLOCH,
D'y Clerk of said Court.

Sheriff's return on same.

Received the within notice of judgment July 19th, 1866, together with a true and certified copy of the same, and proceeded to serve the same on the 28th day of the same month and year by handing the said true and certified copy of the same to George W. Tucker in person at his domicile situated in this parish, left bank of Bayou Lafourche, at about four miles below the town of Thibodaux.

Whereof I make this, my return, July 30th, 1866.

(Signed) THEOPHILE THIBODAUX,
D'y Sheriff.

224 Ret'd & filed July 30th, 1866.

(Signed) J. W. KNOBLOCH,
D'y Clerk.

Petition of appeal.

THE STATE OF LOUISIANA:

JEROME GAUBERT ET AL. *vs.* GEORGE W. TUCKER. } No. 487.

To the honorable the judge of the district court of the third judicial district of the State of Louisiana in and for the parish of Lafourche:

The petition of George W Tucker, residing in said parish, respectfully alleges:

That on the 26th day of June, 1866, this court rendered judgment in open court in the above entitled and numbered case against petitioner as third possessor of a certain tract of land described in the copy of the notice of judgment, annexed as part hereof, for the sum of eleven hundred dollars and interest; that said judgment is final, and petitioner is aggrieved thereby.

Wherefore he prays he be allowed a suspensive appeal from the same, returnable to the Supreme Court agreeably to law, on his fur-
225 nishing bond with security, conditioned as the law requires, and for general relief.

(Signed) WINCHESTER HALL,
Attorney of Defendant.

Filed August 6th, 1866.

(Signed) J. W. KNOBLOCH,
D'y Clerk.

Notice of judgment annexed to above petition.

THE STATE OF LOUISIANA:

Third district court, parish of Lafourche.

JEROME GAUBERT & ALS. *vs.* GEORGE W. TUCKER. } No. 487.

To George W. Tucker, residing in said parish:

Please take notice that on the 26th day of June, 1866, the court rendered judgment in the above entitled and numbered case in the words and figures following, viz:

The legal delay having expired since the entry of judgment by default, no answer having been filed, the plaintiffs fixed the same for trial and tried the same ex parte, when, the law and the evidence being in favor of the plaintiffs, it is ordered, adjudged, and decreed that the mortgage and vendor's privilege resulting from an act of sale passed before J. Kleber Gourdain, recorder of the parish of Lafourche, on
226 the twenty-seventh of February, 1855, recorded on the same day, and reinscribed on the 23d of December, 1865, be and the same are recognized as valid and binding in law and executory to satisfy and pay the sum of eleven hundred dollars ($1,100.00) with eight per cent. per annum interest thereon from the 3d of April, 1861, until paid, and costs of suit, being the balance of the purchase price of a certain tract of land situate in the parish of Lafourche, on the left bank of Bayou Lafourche, at about four miles below the town of Thibodaux, measuring three arpents, more or less, front, by eighty arpents in depth, between closing lines, bounded above by lands of Tucker Bros., and below by the land of Tucker & Rose, with all the buildings and improvements thereon, being the same tract of land acquired by Joseph Benoit Richard from his father, by act before William Goforth on the 21st of June, 1810, and the double concession from the U. S.

It is further ordered, adjudged and decreed that if within ten days after this judgment is notified to George W. Tucker, the third possessor, he do not pay and satisfy the balance due as aforesaid, that the said land be seized and sold according to law to satisfy and pay eleven hundred dollars ($1,100.00) with eight per cent. per annum in-
227 terest thereon from the third of April, 1861, until paid, and costs, secured by mortgage and privilege to be paid by preference out of the proceeds of said land.

This done, read, and signed in open court at Thibodaux, Lafourche, this the 26th day of June, eighteen hundred and sixty-six.

(Signed) FRED. GATES,
Judge of the Third Judicial District.

A true copy. Witness my hand and the impress of the seal of said court this 19th day of July, A. D. 1866.

(Signed) J. W. KNOBLOCH,
D'y Clerk of said Court.

Filed August 6th, 1866.

(Signed) J. W. KNOBLOCH, *D'y Clerk.*

Order granting appeal.

On reading the within petition and documents annexed, it is ordered an appeal be allowed as prayed for on petitioner's furnishing bond with surety in the sum of three thousand dollars.

Done at chambers at Franklin, parish of St. Mary, this 2d day
228 of August, of the year eighteen hundred and sixty-six.

(Signed) FRED GATES,
Judge 3 Judicial Dist.

Acceptance of service of same.

Legal service of within petition accepted and citation and delay waived August 6th, 1866.

(Signed) BUSH & GOODE,
Of Counsel.

Appeal bond.

THE STATE OF LOUISIANA:

JEROME GAUBERT & AL. } No. 487.
vs.
GEORGE W. TUCKER. }

Know all men by these presents that we, George W. Tucker, as principal obligor, and G. A. Gossin, as surety, are held and firmly bound and hereby bind and obligate ourselves to pay to Jerome Gaubert, Célestine Richard, Marcelin Richard, administrator of the succession of Joseph Benoit Richard, plaintiffs, the sum of three thousand dollars. Dated and signed at the parish of Lafourche this 6th day of August, A. D. 1866.

The consideration of the above obligation is such that whereas the above bounden George W. Tucker has appealed from a final
229 judgment rendered in the above entitled and numbered case returnable to the Supreme Court agreeably to law:

Now if the said George W. Tucker shall prosecute his appeal, and satisfy whatever judgment may be rendered against him, or that the same shall be satisfied by the proceeds of the sale of his estate, real and personal, if he be cast in his appeal, then this obligation to be null and void, otherwise to be and remain in full force and effect.

(Signed) GEO. W. TUCKER.
" L. A. GOSSIN.

Filed August 6th, 1866.

(Signed) J. W. KNOBLOCH,
Dy Clerk.

Certificate of clerk supreme court.

Supreme court of the State of Louisiana.

CLERK'S OFFICE,
New Orleans, February 21st, 1867.

I hereby certify that the transcript of the proceedings had in the judicial district court of Lafourche, in a certain suit wherein J. Gaubert et

als. were plaintiffs and G. W. Tucker was defendant, which appeal was returnable on the 4th Monday of January, 1867, has not yet been filed in this office.

In testimony whereof, I have hereunto set my hand and affixed
230 the seal of this honorable court.

[L. S.] (Signed) M. PIERRE JULIAN,
Dep'ty Clerk.

Received from Col. Louis Bush $250, costs of certificate of non-filing.
N. O., Feb'y 21st, 1867.
(Signed) CHS. ISLEY, *D'y Clerk.*

Filed February 25th, 1867.
(Signed) J. W. KNOBLOCH,
D'y Clerk.

Writ fieri facias.

THE STATE OF LOUISIANA:

Third district court, parish of Lafourche.

JEROME GAUBERT & ALS. *vs.* GEORGE W. TUCKER. } No. 487.

To the sheriff of said parish, greeting:

We command you by these presents that by seizure and sale of the property, real and personal, rights and credits of the defendant G. W. Tucker, and particularly by the seizure and sale of the following described property, to wit: A certain tract of land situated in the parish of Lafourche on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring three arpents,
231 more or less, front, by eighty arpents in depth, between closing lines, bounded above by land of Tucker Bros., and below by the lands of Tucker & Rose, with all the buildings and improvements thereon, being the same tract of land acquired by Joseph Benoit Richard from his father by act before William Goforth on the 21st of June, 1860, and the double concession from the U. S, you cause to be made, in the manner prescribed by law, the full and entire sum of eleven hundred dollars ($1,100.00), with eight per cent. per annum interest thereon from the 3d of April, 1861, until paid, and the further sum of thirty-four dollars costs, besides your own costs and charges, to satisfy and pay a judgment lately rendered by our said court in favor of said plaintiffs and against the said defendant.

And how you shall have executed this writ you make return thereof in seventy days as the law directs to us in our said court.

Witness my hand and the impress of the seal of said court, this the 17th day of July, A. D. 1867.

(Signed) J. W. KNOBLOCH,
D'y Clerk of said Court.

Ret'r'd & filed Sept. 6th, 1867.
(Signed) J. W. KNOBLOCH,
D'y Clerk.

232 *Sheriff's return on fi. fa.*

STATE OF LOUISIANA:

3d district court, parish of La Fourche.

JEROME GAUBERT & ALS. } No. 487.
vs.
G. W. TUCKER. }

Received the within writ July 17th, 1867, and executed it on the 18th day of same month and year by seizing the property described in writ and notice of seizure hereto annexed and making part of this return. Of which seizure the defendant, G. W. Tucker, was duly notified; but the legal delay having expired and he failing to comply with the law, the same was advertised for sale pursuant to law by inserting notices in the Thibodaux Sentinel, a weekly newspaper printed in the town of Thibodaux, and posted up advertisements at the court-house door, wherein a full description of the property was embodied and the day of sale fixed for Saturday, September 7th, 1867, between the hours of 11 a. m. and 4 p. m., at the court-house in the town of Thibodaux.

Terms, cash.

And by order of plaintiff's attorneys, Bush & Goode, hereunto annexed, dated September 6th, 1867, I hereby release the seizure made and hereby return said writ unsatisfied & unpaid.

Sheriff's office, September 6th, 1867.

(Signed) C. LAGARDE, *Sh'ff.*

233 Ret'd & filed Sept. 6th, 1866.

(Signed) J. W. KNOBLOCH,
D'y Clerk.

Order of Bush & Goode to Sheriff.

THE STATE OF LOUISIANA:

3d dist. court, Lafourche.

JEROME GAUBERT & AL. }
vs.
G. W. TUCKER. }

TO CLÉOPHAS LAGARDE,
Sheriff of Lafourche.

You are hereby directed and authorized to release the seizure made in the above entitled case and return the writ now in your hands not satisfied.

Thibodaux 6th September, 1866.

(Signed) BUSH & GOODE,
Att'ys Pl'ffs.

Advertisements in English.

STATE OF LOUISIANA:

Third district court, parish of Lafourche.

JEROME GAUBERT & AL. } No. 487.
vs.
GEORGE W. TUCKER. }

Take notice, that acting by virtue of a writ of fi. fa. emanating from

the above entitled court and in the above entitled and numbered case, I have seized and will offer for sale at public auction to the highest bidder at the court house in the town of Thibodaux on Saturday, the 7th day of September, 1867, between the hours of 11 a. m. and 4
234 o'clock p. m., the property below described, to wit:

A certain tract of land situated in the parish of Lafourche, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring three arpents, more or less, front, by eighty arpents in depth, between closing lines, bounded above by lands of Tucker Bros. and below by lands of Tucker & Rose, with all the buildings and improvements thereon, being the same tract of land acquired by Joseph Benoit Richard from his father, by act before William Goforth, on the 21st of June, 1810, and the double concession from U. S., and also the crop on said land, consisting of rice, corn, etc.

Terms of sale, cash on the spot.

(Signed) C. LAGARDE,
Sheriff.

Advertisement in French.

ETAT DE LA LOUISIANE:

Cour du troisième district judicière. Paroisse de Lafourche.

GEROME GAUBERT ET AUTRES
vs.
GEORGE W. TUCKER. } No. 487.

Sachez que agissant en vertu d'un writ de fi. fa. émanant de la cour ci-dessus mentionnée, dans l'affaire ci-dessus intitulée et numérotée, j'ai saisi ét offrirai pour être vendue à l'encan public, au plus haut enchérisseur, devant la maison de cour, dans la ville de Thibodaux,
235 le Samedi 7ème jour de Septembre 1867, entre 11 heures a. m. et 4 heures p. m., la propriété ci-apriès décrite, savoir:

Un certain morceau de terre situé dans la paroisse de Lafourche, sur la rive gauche du Bayou Lafourche, à environ quatre milles en bas de la ville de Thibodaux, mesurant trois arpents plus ou moins de face par quatre vingt de profondeur entre les lignes fermant, borné en haut par les terres de Tucker frères, et en bas par celle de Tucker & Rose, avec toutes les batisses et améliorations qui s'y trouvent dessus, étant le même morceau de terre acquis par Joseph Benoit Richard de son père par acte passé devant William Goforth le 21 Juin 1810, et la double concession des Etats Unis, et aussi la récolte que se trouve sur la dite terre, consistant en riz, mais, etc., etc.

Conditions comptant.

(Signed) C. LAGARDE,
Sheriff.

Notice of seizure.

THE STATE OF LOUISIANA:

Third district court, parish of Lafourche.

JEROME GAUBERT & ALS.
vs.
GEORGE W. TUCKER. } No. 487.

To George W. Tucker, of said parish:

Take notice, that acting under a writ of fia. fa. emenating from

236 the above entitled court and in the above entitled and numbered case, I have this 18th day of July, 1867, seized the property below described, to wit:

A certain tract of land situated in the parish of Lafourche, on the left bank of the Bayou of Lafourche, at about four miles below the town of Thibodaux, measuring three arpents, more or less, front, by eighty arpents in depth, between closing lines, bounded above by lands of Tucker & Bros., and below by lands of Tucker & Rose, with all the buildings and improvements thereon, being the same tract of land acquired by Joseph Benoit Richard from his father, by act before William Goforth, on the 21st of June, 1810, and double concession from U. S., and also all the crop on said place, consisting of about nine arpents of rice, more or less, corn, etc., etc.

You are hereby notified to come forward within three judicial days of the service hereof and make payment of the principal, interest, and costs of above case, otherwise I shall proceed to advertise said property for sale pursuant to law.

Witness my hand, at the parish of Lafourche, this 18th day of July, 1867.

(Signed) THÉOPHILE THIBODAUX,
D'y Sh'ff.

Service of same.

237 Served on the 18th day of July, 1867, a like copy of the within notice of seizure to G. W. Tucker in person, at his domicile at about four miles below the town of Thibodaux.

Whereof I make this my return, July 18th, 1867.

(Signed) THÉOPHILE THIBODAUX,
D'y Sheriff.

Appointment of a guardian.

Mr. Henry Lirette was appointed by me, the undersigned officer, July 18th, 1867, guardian and sheriff keeper of the within described property seizéd in the within suit, entitled Jerome Gaubert & als. vs. G. W. Tucker.

(Signed) THÉOPHILE THIBODAUX,
D'y Sheriff.

Notice to appoint appraiser.

STATE OF LOUISIANA,

In the third district court of Lafourche.

JEROME GAUBERT & ALS. *vs.* GEORGE W. TUCKER. } No. 487.

SHERIFF'S OFFICE, PARISH OF LAFOURCHE.

To Mr. G. W. Tucker & Jerome Gaubert & als., of said parish:

You will please appoint an appraiser to estimate the property seized in above suit, who will attend to my office on Friday, September 6th, 1867, at 9 o'clock a. m.

238 Witness my hand, at the parish of Lafourche, this 12th day of August, 1867.
(Signed) THÉOPHILE THIBODAUX,
Dy Sheriff.

Petition.

THE STATE OF LOUISIANA:

3d dist. court, Lafourche.

THE BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS. } No.

To the honorable the judge of the third judicial district court of the State of Louisiana, sitting in and for the parish of Lafourche:

The president and directors of the Bank of New Orleans, a commercial corporation created and existing under and by virtue of the laws of the State of Louisiana, and domiciliated and doing business in the city of New Orleans, parish of Orleans, in the State first above written, would by this their petition most respectfully represent:

That by public and authentic act passed before Joseph Kleber Gourdain, esq're, recorder of the parish of Lafourche, and ex-officio a notary public therein, the agricultural partnership of Tucker Brothers, having its domicil in the parish of Lafourche, and composed of Dr.
239 George W. Tucker and Pascal E. Tucker, of the parish of Lafourche, and Sarah L. Tucker, wife of William K. Douglass, of the parish of St. Martin, did, on the twenty-fourth day of February, A. D. 1860 (eighteen hundred and sixty), specially mortgage, affect, and hypothecate in favor of Robert Tucker, also of the parish of Lafourche, or the holder or holders under him, of certain promissory notes hereinafter mentioned, a certain sugar plantation situated in this parish, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring nine arpents, more or less, front by eighty arpents in depth, according to the existing lines, bounded above by the lands of Gaudé Brothers & Co., and below by those of Robert & J. H. Tucker, together with all the buildings and improvements thereon, dwelling-house, sugar-house mill and engine, cabins, &c.

And that, as representing in part this mortgage, the said firm of Tucker Brothers did then and there make and execute their certain promissory note, whereby for a valid and sufficient consideration they promised on the fifteenth of February next following (1861) to pay to the said Bobert Tucker or to his order, at the Bank of New Orleans, the sum of five thousand dollars ($5,000.00), with eight per cent. interest per annum thereon from and after its maturity until paid.

240 They further represent the aforedescribed promissory note was formally identified by the paraph of the said recorder Gourdain with the above mentioned act of mortgage, which, on the day of its execution, was duly recorded in the mortgage office of the parish of Lafourche, a certified copy of which said act is hereto annexed and made part of this petition for reference and greater certainty.

That subsequently and before the maturity of the aforesaid promissory note the same was for a valuable consideration transferred by the endorsement of the payee and came into the possession and ownership of your petitioners, who are still the holders and bona fide owners thereof.

That previous to the maturity of the said note, the time for its payment was, by special agreement on the part of all the parties concerned, extended to all the month of November, 1861. That both at the first and second maturities as above stated the same was regularly protested for non-payment, and that the same remains unpaid, tho' long past due, and notwithstanding repeated amicable demand' has been formally made. All of which will more fully appear by reference to the said note, protests, and agreement above referred to, herewith filed and made part hereof.

Your petitioners would represent further that the aforesaid act of mortgage contained the clause de non alcuando, and it was there-
241 in distinctly stated and stipulated that said mortgage should cover and include not only the notes representing the same, upon one of which the present suit is brought, with all the eventual interest thereon to accrue, but that in case it should become necessary to institute suit for the recovery of the amount of the said notes or any part thereof, the said mortgage should also embrace the fees of the attorney employed to prosecute said suit or suits, which fees were by the said act fixed at five per cent. on the amount thus sued upon.

The premises considered, petitioners aver that by the transactions enumerated above the firm of Tucker Brothers have become indebted to them in the full sum of five thousand dollars ($5,000.00), with interest and five per cent. att'y's fees as above set forth.

Wherefore, affixing hereto a fifty cents internal revenue stamp, your petitioners pray that the aforesaid parties defendant herein may be legally cited before this honorable court to answer this petition, and that after the legal delay and due proceedings they may have judgment against the said firm of Tucker Brothers and against each member thereof, for his verile share for the full sum of five thousand dollars ($5,000.00), with eight per cent. per annum interest thereon from and after the fifteenth of February, A. D. 1861 (eighteen hundred and sixty-one),
242 for the further sum of five per cent. on above amount as attorney's fees, as hereinbefore specified, and for the costs of these proceedings, together with the costs of protests, etc.

They further pray that their special mortgage and hypothecation upon the property hereinbefore described be duly recognized and enforced by the judgment of this court, and that, after all legal requirements, the said property may be seized and sold to satisfy and pay the judgment to be rendered herein.

They pray for all other necessary measures & proceedings, and for general relief, &c.

(Signed) BUSH & GOODE,
Of Counsel.

Filed September 4th, 1866.
(Signed) J. W. KNOBLOCH,
D'y Clerk.

Filed Dec. 7th, 1875.
(Signed) H. FRANKLIN, *Clerk.*

Protest of note annexed to petition.

CONFEDERATE STATES OF AMERICA,
State of Louisiana :

By this public instrument of protest, be it known, that on this third day of December, in the year one thousand eight hundred and

243 sixty-one, at the request of Mortimer Belly, esq., cashier, holder of the original note, whereof a true copy is on the reverse hereof written, I, Walter Hicks Peters, a notary public in any for this city and parish of Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said note at the Bank of New Orleans, in this city (where it is made payable), within banking hours, and demanding payment thereof to the proper officers was answered that no funds had been placed there to pay it.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests, suffered or to be suffered for want of payment of said note.

Thus done and protested, in the presence of Placide Bienvenu and Peter Cooley, witnesses.

(Signed) WALTER H. PETERS,
Not. Pub.

(Signed) P. COOLEY, P. BIENVENU.

A true copy of the original on file in my office.

244 In testimony whereof I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed) WILLIAM H. PETERS.
Notary Public.

$5,000.00.] PARISH OF LAFOURCHE, *February 24th*, 1860.

On the fifteenth day of February next, 1861, we promise to pay to the order of Mr. Robert Tucker, at the Bank of New Orleans, in the city of New Orleans, five thousand dollars, for value received, with eight per cent. per annum interest from maturity until paid.

(Signed) TUCKER BROS.,

Ne verietur.

J. K. GOURDAIN,
Recorder.

(Endorsed:)

Robert Tucker: Pay the Bank of New Orleans.

WILLIAMS & TUCKER.

I, the undersigned notary, do hereby certify that the parties to the whereof a true copy is above written, have been duly notified of the protest thereof by letters to them by me written and addressed, dated on the day of the said protest and served on them respectively, in the manner following, to wit:

245 In witness whereof I grant these presents under my hand and seal of office, at the city of New Orleans, on the day of , A. D. 1861.

(Signed)

Notary Public.

Copy attached to protest.

NEW ORLEANS, 12*th Feb'y*, 1861.

FRANK WILLIAMS, esq.,
Pres'd' Bank of New Orleans:

DEAR SIR: You hold a note of ours for five thousand dollars in favor of Robert Tucker, secured by mortgage in his favor and accepted by him, maturing 15–18 inst.

We promise and hereby bind ourselves to pay said note and interest accruing thereon, in all the month of November next, if you will grant us an extension to that time.

Very respectfully, etc.,

TUCKER BROS.

I hereby consent and agree to the extension of the note herein described.

ROBERT TUCKER.

(Endorsed:)
We hereby agree to the above.

WILLIAMS & TUCKER.

(Endorsed:)
Pay to the Bank of New Orleans. Filed September 14th, 1866.
(Signed) J. W. KNOBLOCH, *D'y Clerk.*

246 *Original note annexed to petition.*

$5,000.00.] PARISH OF LAFOURCHE, *February 24th*, 1860.

On the fifteenth day of February next (1861), we promise to pay to the order of Mr. Robert Tucker, at the Bank of New Orleans, in the city of New Orleans, five thousand dollars, for value received, with eight per cent. per annum interest from maturity until paid.

(Signed) TUCKER BRO'S.

Ne varietur.
(Signed) J. K. GOURDAIN, *Recorder.*

(Endorsed:) Robert Tucker, Williams & Tucker.

Filed Sept. 4th, 1866.
(Signed) J. W. KNOBLOCH, *D'y Clerk.*

Original letter.

NEW ORLEANS, 12*th Feb'y*, 1861.

FRANK WILLIAMS, esq.,
Pres't Bank of N. Orleans:

DEAR SIR: You hold a note of ours for five thousand dollars in favor and accepted by him maturing 15–18 inst.

We promise and hereby bind ourselves to pay said note with
247 interest accruing thereon, in all the month of November next, if you will grant us an extension to that time.

Very respectfully, etc.,
(Signed) TUCKER BRO'S.

We hereby agree to the above.
(Signed) WILLIAMS & TUCKER.

I hereby consent and agree to the extension of the note herein described.

(Signed) ROBERT TUCKER.

Filed September 4th, 1866.

(Signed) J. W. KNOBLOCH,
Dy Clerk.

Citation.

STATE OF LOUISIANA:

Third judicial district court, sitting in and for the parish of Lafourche.

THE BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS. } No. 578.

To George W. Tucker and Pascal E. Tucker, both residing in said parish:

You are hereby summoned to comply with the prayer of the petition, a true and faithful copy whereof accompanies this citation, or to file your answer thereto in writing with the clerk of said court at his office, in the town of Thibodaux, ten days after the service hereof, adding one day for every ten miles your residence is distant from the place of holding the said court in the town of Thibodaux.

248 Witness honorable Fred. Gates, judge of said court, granted under the impress of the seal of said court and my official signature this the 5th day of the month of September, 1866.

[L. S.] (Signed) J. W. KNOBLOCH,
Dy Clerk.

Sheriff's return on same.

Received the within citation September 5th, 1866, together with two true and certified copies of the same and of the petition in this case, and proceeded to serve the same on the tenth day of the same month and year by handing one of the said true and certified copies of the same and of the petition in this case to George W. Tucker in person, at his domicile, situated in this parish, left bank of Bayou Lafourche, at about four miles below the town of Thibodaux; and on the same day, month, and year diligent inquiry was made for Pascal E. Tucker, and was informed by Mr. George W. Tucker that the said Pascal E. Tucker had left this parish and now lives permanently in the parish of Tensas, La.

Whereof I make this my return, September 12th, 1866.

(Signed) THÉOPHILE THIBODAUX.

Returned Sept. 14th, 1866.

(Signed) L. S. ALLAIN, *Clk.*

249 *Citation to Mrs. William K. Douglass.*

STATE OF LOUISIANA:

Third judicial district court, sitting in and for the parish of La Fourche.

BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS. } No. 578.

To Sarah L. Tucker, wife of William L. Douglass, and to the said Douglass, to aid and assist his said wife, both residing in the parish of St. Martin, in this State:

You are hereby summoned to comply with the prayer of the petition

a true and faithful copy whereof accompanies this citation, or to file your answer thereto, in writing, with the clerk of said court, at his office in the town of Thibodaux, ten days after the service hereof, adding one day for every ten miles your residence is distant from the place of holding the said court in the town of Thibodaux.

Witness honorable Fred. Gates, judge of said court, granted under the impress of the seal of said court, and my official signature, this the 5th day of the month of September, 1866.

(Signed) J. W. KNOBLOCH,
D'y Clerk.

Amended and supplemental petition.

THE STATE OF LOUISIANA:

Third district court La Fourche.

BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS. } No. 578.

250 To the honorable the judge of the third judicial district court of the State of Louisiana, sitting in and for and exercising jurisdiction over the parish of La Fourche:

The president and directors of the Bank of New Orleans, a commercial corporation, created and existing under and by virtue of the laws of the State of Louisiana, and having its domicile therein, viz, in the city of New Orleans, would, by their supplemental petition, respectfully represent: That since the filing of their petition in the above-entitled and docketed suit, they have been informed and verily believe that one of the defendants therein, viz, Sarah L. Tucker, wife of William L. Douglass, formerly a resident of the parish of St. Martin, Louisiana, has recently left the said State permanently, leaving no one known to petitioners authorized to represent her as attorney in fact, and that she now is an absentee residing somewhere in the State of Texas.

Wherefore they pray that an attorney ad hoc be duly appointed by this honorable court to represent and defend the said Mrs. Douglass, defendant in above suit, and that the said attorney ad hoc may
251 be duly served with a copy of this and their original petition and citation according to law.

And they pray for judgment, &c., as asked for in their original petition, and for general relief, &c.

(Signed) BUSH & GOODE,
Of Counsel.

Filed September 4th, 1866.
(Signed) L. S. ALLAIN, *Clerk.*

Order appointing curator ad hoc.

STATE OF LOUISIANA:

3d district court La Fourche.

BANK OF NEW ORLRANS
vs.
TUCKER BROTHERS. }

On consideration of the within petition let E. W. Blake, esq're, be and

he hereby is appointed curator ad hoc to represent Mrs. Sarah L. Tucker, wife of William L. Douglass, absentee.

Granted this the fourteenth September, 1866.

(Signed) L. S. ALLAIN,
Clerk 3d District Court La Fourche.

Filed September 14th, 1866.

(Signed) L. S. ALLAIN, *Clerk.*

252 *Citation to E. W. Blake, curator ad hoc.*

STATE OF LOUISIANA:

Third judicial district court, sitting in and for the parish of La Fourche.

BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS. } No. 578.

To E. W. Blake, curator, Mrs. Sarah L. Tucker, wife of William L. Douglass, and the said Douglass, to aid and assist his said wife, both absentees herein, represented by E. W. Blake, herein appointed curator ad hoc, residing in said parish:

You are hereby summoned to comply with the prayer of the original and supplemental petition, a true and faithful copy whereof accompanies this citation, or to file your answer thereto, in writing, with the clerk of said court, at his office in the town of Thibodaux, ten days after the service hereof, adding one day for every ten miles your residence is distant from the place of holding the said court in the town of Thibodaux.

Witness honorable Fred. Gates, judge of said court, granted under the impress of the seal of said court and my official signature this the fourteenth day of the month of September, 1866.

[SEAL.] (Signed) L. S. ALLAIN, *Clerk.*

253 *Sheriff's return on same.*

Received the within citation September 14th, 1866, together with a true and certified copy of the same and of the original and supplemental petitions in this case, and served the same on the 24th day of the same month and year by handing the said true and certified copy of the same and of the original and supplemental petitions in this case to E. W. Blake, curator ad hoc, in person, in the town of Thibodaux. Whereof I make this my return, September 24th, 1866.

(Signed) THÉOPHILE THIBODAUX.
D'y Sheriff.

Ret'd & filed Oct. 15th, 1866.

(Signed) J. W. KNOBLOCH,
D'y Clerk.

Citation to P. E. Tucker.

STATE OF LOUISIANA:

Third judicial district court, sitting in and for the parish of Lafourche.

BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS. } No. 578.

To Pascal E. Tucker, residing in said parish:

You are hereby summoned to comply with the prayer of the petition,

a true and faithful copy whereof accompanies this citation, or to
254 file your answer thereto in writing with the clerk of said court, at his office in the town of Thibodaux, ten days after the service hereof, adding one day for every ten miles your residence is distant from the place of holding the said court, in the town of Thibodaux.

Witness honorable Fred Gates, judge of said court, granted under the impress of the seal of said court and my official signature this the 8th day of the month of December, 1866.

[L. S.] (Signed) J. W. KNOBLOCH,
D'y Clerk.

Sheriff's return on same.

Received the within citation December 8th, 1866, together with a true and certified copy of the same and of the petition in this case, and proceeded to serve the same on the 13th day of the same month and year by handing the said true and certified copy of the same and of the petition in this case to Pascal E. Tucker in person at his domicile, situated in this parish, left bank of Bayou Lafourche, at about four miles below the town of Thibodaux. Whereof I make this my return, December 13th, 1866.

(Signed) J. F. LAGARDE,
D'y Sh'ff.

Ret'd and filed Jan'y 7th, 1867.

(Signed) J. W. KNOBLOCH,
D'y Clerk.

255 *Answer of curator ad hoc.*

3d district court, parish of Lafourche.

BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS.

STATE OF LOUISIANA:

And now into this hon. court, through her curator ad hoc, appears Mrs. Sarah L. Tucker, wife of William L. Douglass, and her husband, William L. Douglas, joined herein, for the purpose of authorizing and assisting her said wife, absentees, who for answer to the petition herein filed against her denies all and singular the allegations in the plaintiff's petition contained, save the signature of the note and instrument declared upon, and require strict proof thereof.

Prays finally for all and general relief and that this suit be dismissed at pl'ff's costs.

(Signed) E. W. BLAKE,
Curator ad hoc to Absentees.

Filed June 10th, 1867.

(Signed) J. W. KNOBLOCH,
D'y Clerk.

Evidence.

THE STATE OF LOUISIANA:

Third district court, parish of Lafourche.

BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS. No. 578.

Testimony offered by plaintiffs.

Note and protest sued upon, marked A. P. & B. P.
Copy of act of mortgage, C. P.
Plaintiff's testimony closed.

256 Test. of defendants.

Taylor Beattie & Richard D. Jordan sworn, say that the fee of the curator ad hoc is worth $25.
Testimony closed June 11th, 1866.
(Signed) J. W. KNOBLOCH,
D'y Clerk.

Filed June 11th, 1867.
(Signed) J. W. KNOBLOCH,
D'y Clerk.

Protest marked A. P.

UNITED STATES OF AMERICA,
State of Louisiana:

By this public instrument of protest be it known that on the eighteenth day of February, in the year one thousand eight hundred and sixty-one, at the request of Mortimer Bell, esq., cashier, holder of the original note, whereof a true copy is on the reverse hereof written, I, Walter Hicks Peters, a notary public in and for this city and parish of Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said note at the Bank of New Orleans in this city, where it is made payable, within banking hours, and to the proper officers, and demanding payment, was answered that no funds had been placed there to pay it.

257 Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interest, suffered and to be suffered for want of payment of the said note.

Thus done and protested, in the presence of Placide Bieurenn and William Miggett witnesses.

WALTER H. PETERS,
Not. Pub.

(Signed) WM. MIGGETT.
P. BIENVENU.

A true copy of the original on file in my office.
In testimony whereof I grant these presents under my signature and the impress of my seal of office at the city of New Orleans, on the day and year first above written.
[L. S.] (Signed) WILLIAM H. PETERS,
Notary Public.

Copy of note annexed to protest.

$5,000.] PARISH OF LA FOURCHE, *February 24th*, 1860.

On the fifteenth day of February next, 1861, we promise to pay to the order of Mr. Robert Tucker, at the Bank of New Orleans, five thousand

dollars, for value received, with eight per cent. per annum interest
258 from maturity until paid.
(Signed) TUCKER BROS.

Ne varietur.
(Signed) J. K. GOURDAIN, *Recorder.*

(Endorsed:)
(Signed) ROBERT TUCKER.

Pay Bank of New Orleans.
(Signed) WILLIAMS & TUCKER.

I, the undersigned notary, do hereby certify that the parties to the , whereof a true copy is above written, have been duly notified of the protest thereof, by letters to them written and addressed, dated on the day of the said protest, and served on them respectively in the manner following, to wit:

In witness whereof I grant these presents under my hand and seal of office at the city of New Orleans, on this of , A. D. 1861.
(Signed)

Notary Public.

Filed September 4th, 1866.
(Signed) J. W. KNOBLOCH,
D'y Clerk.

Act of mortgage, Tucker Bros. to Robert Tucker, marked C. P.

No. 2320.

FEBRUARY 24TH, 1860.

Copy mortgage by Tucker Brothers to R. Tucker.

UNITED STATES OF AMERICA,
259 *State of Louisiana, Parish of La Fourche:*

Know all men by these presents that on this twenty-fourth day of the month of February, in the year of our Lord one thousand eight hundred and sixty, and of the American Independence the 84th year, before me, Joseph Kleber Gourdain, recorder and ex-officio a notary public, duly commissioned and qualified, in and for said parish of La Fourche, in the State aforesaid, and therein residing, and in the presence of Messrs. Victor Richard and Edward J. Bruff, good and competent witnesses; also domiciliated in said parish, personally came and appeared Dr. George Washington Tucker, of this parish, herein acting in his own name and as the agent of Pascal E. Tucker, of this parish, and Mrs. Sarah L. Tucker, wife of William K. Douglass, of the parish of St. Martin, in this State, by virtue of a power of attorney executed before me the recorder, on the 17th day of December last past, and the said parties are the members of the agricultural firm of Tucker Bros. of this parish.

Which said appearer, acting as aforesaid, declared and acknowl-
260 edged that he and his said constituents are justly and truly indebted unto Mr. Robert Tucker, of this parish, in the full sum of twenty thousand dollars for value received, for which he has furnished four several promissory notes under this date, drawn by the said Tucker Brothers to the order of Robert Tucker and by himself endorsed and each for the sum of five thousand dollars, payable at the Bank of New

Orleans, in the city of New Orleans, as follows: One on the first of December, and one on the 20th December, eighteen hundred and sixty; one on the 20th January, and the other on the 15th February, in the year eighteen hundred and sixty-one; all of said notes bearing eight per cent. per annum interest from their respective maturities, if then not punctually paid.

Which notes were by me paraphed "Ne Varietur," to identify them with this act, and delivered to the said Robert Tucker, who acknowledges the receipt thereof.

And in case it shall become necessary to institute legal proceedings for the recovery of the amounts of the notes or any part thereof, the said Tucker Bros., represented as aforesaid, do hereby agree and bind themselves to pay the fees of the attorney at law, who may be employed for that purpose, which fees are hereby fixed at five per cent.
261 on the amount sued for.

And therefore, in order to secure the full and punctual payment of said notes at maturity, and of all eventual interest and attorney's fees as above stipulated, the said Tucker Brothers, represented as aforesaid, moreover declared that they do, by these presents, mortgage, affect, and specially hypothecate in favor of the said Robert Tucker, present and accepting for himself, or any holder or holders of the said notes, all and singular, the following-described property and slaves, to wit:

A certain sugar plantation situated in this parish, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring nine arpents, more or less, front, by eight arpents in depth, according to the existing lines, bounded above by the lands of Gaudé Brothers & Co., and below by those of Robert & J. H. Tucker;

Together with all the buildings and improvements thereon, dwelling-house, sugar-house, mill & engine, cabins, etc.

2d. The following-named slaves. (Omitted.)

And they, the said Tucker Bros., represented as aforesaid, bind and obligate themselves not to sell, mortgage, or incumber the said plantation and slaves to the prejudice of the mortgage herein granted.
262 And I, the undersigned recorder, do hereby certify that the following mortgages and none others are inscribed in my office on the above-described plantation and slaves, to wit:

1st. A conventional mortgage in favor of Joseph Benoit Richard or the holder, under him, of a note of three thousand and eighty-three $\frac{1}{3}$ dollars, payable in March, 1858, with 8% per annum interest from maturity. Inscribed 27th December, 1855, bearing on part of the land herein described.

2d. A conventional mortgage in favor of the estate of I. Rosemond LeBlanc, to secure a note of said Tucker & Brothers for twenty-five hundred dollars, payable in March, 1859, with 8% per annum interest from maturity until paid.

Thus done and execute' the day, month, and year first above written at my office in the town of Thibodaux.

In faith whereof the parties, witnesses, and I, the recorder, have signed after the reading hereof.

(Signed) TUCKER BROS.
ROBERT TUCKER.
J. K. GOURDAIN.
Recorder.

V. RICHARD.
E. I. BRUFF.

RECORDER'S OFFICE, *Parish of Lafourche.*

263 I certify the foregoing to be a true copy from the original on file and duly recorded in my office on the day executed, in conventional mortgage book for that year, p. 259.

Witness my hand and the impress of my seal of office this 4th day of September, 1866.

[L. S.] (Signed) J. K. GOURDAIN, *Recorder.*

Filed September 4th, 1866.
(Signed) J. W. KNOBLOCH, *D'y Clerk.*

Filed July 6th, 1867.
(Signed) J. W. KNOBLOCH, *D'y Clerk.*

Judgment.

THE STATE OF LOUISIANA:

Third district court, Lafourche.

IN THE MATTER OF THE BANK OF NEW ORleans
vs.
TUCKER BROTHERS. } No. 578.

This case having been regularly fixed for trial was taken up and tried, and the law and the evidence being in favor of the plaintiff and against the defendant, it is ordered, adjudged, and decreed that the plaintiff, the president and directors of the Bank of New Orleans, do have
264 judgment against and recover of the defendants, the Tucker Brothers, and of each member thereof, his virile share, viz, Dr. George W. Tucker, Pascal E. Tucker, and Sarah L. Tucker, wife of William K. Douglass, the sum of five thousand dollars ($5,000.00), with eight per cent. interest thereon per annum from the fifteenth day of February, A. D. eighteen hundred and sixty-one; the further sum of five per cent. on the amount above specified as attorney's fee, the costs of protest, and costs of suit.

It is further ordered, adjudged, and decreed that the special mortgage and hypothecation of the plaintiffs upon the property hereinafter described, be, and the same are hereby, distinctly recognized as valid and executory, and that in default of payment the same be seized and sold according to law to satisfy the judgment herein rendered, to wit:

A certain sugar plantation situated in this parish on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring nine arpents, more or less, front, by eight arpents in depth, according to the existing lines, bounded above by the lands of Gaudé Brothers & Co., and below by those of Robert and J. H. Tucker, together with all the buildings and improvements thereon, dwelling-
265 house, sugar-house, mills and engines, cabins, etc.

Thus done, read, and signed in open court at Thibodaux, parish of La Fourche, on this the day of June, A. D. one thousand eight hundred and sixty-seven (1867). The fees of E. W. Blake, attorney ad hoc of Sarah L. Tucker, wife of William C. Douglass, fixed at twenty-five dollars ($25.00).

(Signed) FRED. GATES,
Judge of the Third Judicial District.

Orleans, in the city of New Orleans, as follows: One on the first of December, and one on the 20th December, eighteen hundred and sixty; one on the 20th January, and the other on the 15th February, in the year eighteen hundred and sixty-one; all of said notes bearing eight per cent. per annum interest from their respective maturities, if then not punctually paid.

Which notes were by me paraphed "Ne Varietur," to identify them with this act, and delivered to the said Robert Tucker, who acknowledges the receipt thereof.

And in case it shall become necessary to institute legal proceedings for the recovery of the amounts of the notes or any part thereof, the said Tucker Bros., represented as aforesaid, do hereby agree and bind themselves to pay the fees of the attorney at law, who may be employed for that purpose, which fees are hereby fixed at five per cent.
261 on the amount sued for.

And therefore, in order to secure the full and punctual payment of said notes at maturity, and of all eventual interest and attorney's fees as above stipulated, the said Tucker Brothers, represented as aforesaid, moreover declared that they do, by these presents, mortgage, affect, and specially hypothecate in favor of the said Robert Tucker, present and accepting for himself, or any holder or holders of the said notes, all and singular, the following-described property and slaves, to wit:

A certain sugar plantation situated in this parish, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring nine arpents, more or less, front, by eight arpents in depth, according to the existing lines, bounded above by the lands of Gaudé Brothers & Co., and below by those of Robert & J. H. Tucker;

Together with all the buildings and improvements thereon, dwelling-house, sugar house, mill & engine, cabins, etc.

2d. The following-named slaves. (Omitted.)

And they, the said Tucker Bros., represented as aforesaid, bind and obligate themselves not to sell, mortgage, or incumber the said plantation and slaves to the prejudice of the mortgage herein granted.
262 And I, the undersigned recorder, do hereby certify that the following mortgages and none others are inscribed in my office on the above-described plantation and slaves, to wit:

1st. A conventional mortgage in favor of Joseph Benoit Richard or the holder, under him, of a note of three thousand and eighty-three $\frac{1}{3}$ dollars, payable in March, 1858, with 8% per annum interest from maturity. Inscribed 27th December, 1855, bearing on part of the land herein described.

2d. A conventional mortgage in favor of the estate of I. Rosemond LeBlanc, to secure a note of said Tucker & Brothers for twenty-five hundred dollars, payable in March, 1859, with 8% per annum interest from maturity until paid.

Thus done and execute' the day, month, and year first above written at my office in the town of Thibodaux.

In faith whereof the parties, witnesses, and I, the recorder, have signed after the reading hereof.

(Signed) TUCKER BRCS.
ROBERT TUCKER.
J. K. GOURDAIN.
Recorder.

V. RICHARD.
E. I. BRUFF.

RECORDER'S OFFICE, *Parish of Lafourche.*

263 I certify the foregoing to be a true copy from the original on file and duly recorded in my office on the day executed, in conventional mortgage book for that year, p. 259.

Witness my hand and the impress of my seal of office this 4th day of September, 1866.

[L. S.] (Signed) J. K. GOURDAIN, *Recorder.*

Filed September 4th, 1866.
(Signed) J. W. KNOBLOCH, *D'y Clerk.*

Filed July 6th, 1867.
(Signed) J. W. KNOBLOCH, *D'y Clerk.*

Judgment.

THE STATE OF LOUISIANA:

Third district court, Lafourche.

IN THE MATTER OF THE BANK OF NEW ORleans
vs.
TUCKER BROTHERS. } No. 578.

This case having been regularly fixed for trial was taken up and tried, and the law and the evidence being in favor of the plaintiff and against the defendant, it is ordered, adjudged, and decreed that the plaintiff, the president and directors of the Bank of New Orleans, do have
264 judgment against and recover of the defendants, the Tucker Brothers, and of each member thereof, his virile share, viz, Dr. George W. Tucker, Pascal E. Tucker, and Sarah L. Tucker, wife of William K. Douglass, the sum of five thousand dollars ($5,000.00), with eight per cent. interest thereon per annum from the fifteenth day of February, A. D. eighteen hundred and sixty-one; the further sum of five per cent. on the amount above specified as attorney's fee, the costs of protest, and costs of suit.

It is further ordered, adjudged, and decreed that the special mortgage and hypothecation of the plaintiffs upon the property hereinafter described, be, and the same are hereby, distinctly recognized as valid and executory, and that in default of payment the same be seized and sold according to law to satisfy the judgment herein rendered, to wit:

A certain sugar plantation situated in this parish on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring nine arpents, more or less, front, by eight arpents in depth, according to the existing lines, bounded above by the lands of Gaudé Brothers & Co., and below by those of Robert and J. H. Tucker, together with all the buildings and improvements thereon, dwelling-
265 house, sugar-house, mills and engines, cabins, etc.

Thus done, read, and signed in open court at Thibodaux, parish of La Fourche, on this the day of June, A. D. one thousand eight hundred and sixty-seven (1867). The fees of E. W. Blake, attorney ad hoc of Sarah L. Tucker, wife of William C. Douglass, fixed at twenty-five dollars ($25.00).

(Signed) FRED. GATES,
Judge of the Third Judicial District.

Notice of judgment.

THE STATE OF LOUISIANA:

Third district court, parish of La Fourche.

THE BANK OF NEW ORLEANS, *vs.* TUCKER BROTHERS, } No. 578.

To George W. Tucker and Pascal E. Tucker, both residing in said parish:

Please take notice, that on the 11th day of June, A. D. 1867, judgment was rendered by said court in this case in the words and figures following, to wit:

This case having been regularly fixed for trial was taken up and tried, and the law and the evidence being in favor of the plaintiffs and against the defendants, it is ordered, adjudged and decreed that the plaintiffs, the president and directors of the Bank of New Orleans, do have judg-
266 ment against and recover of the defendants, the Tucker Brothers, and of each member thereof, his virile share, viz: Dr. George W. Tucker, Pascal E. Tucker and Sarah L. Tucker, wife of William L. Douglass, the sum of five thousand dollars ($5000.00), with eight per cent. interest thereon per annum from the fifteenth day of February, A. D. eighteen hundred and sixty-one; the further sum of five per cent. on the amount specified, as attorney's fees, the costs of protest and costs of suit.

It is further ordered, adjudged and decreed, that the special mortgage and hypothecation of the plaintiffs, upon the property hereinafter described, be and the same are hereby distinctly recognized as valid and executory, and that in default of payment the same be seized and sold according to law, to satisfy the judgment herein rendered, to wit:

A certain sugar plantation situated in this parish on the left bank of the Bayou La Fourche at about four miles below the town of Thibodaux, measuring nine arpents more or less front by eighty arpents in depth, according to the existing lines, bounded above by the land of Gaudé Brothers & Co., and below by those of Robert & J. H.
267 Tucker, together with all the buildings and improvements thereon, dwelling house, sugar house, mill and engine, cabins, etc.

Thus done and signed in open court at Thibodaux, parish of La Fourche, on this the day of June, A. D. one thousand eight hundred and sixty-seven (1867). The fee of E. W. Blake, attorney at hoc of Sarah L. Tucker, wife of William L. Douglass, fixed at twenty-five dollars ($25.00).

(Signed) FRED. GATES,
Judge of the 3d judicial district, State of Louisiana.

A true copy. Witness my hand and the impress of the seal of said court this the 27th day of June, 1867.

[L. S.] (Signed) J. W. KNOBLOCH,
D'y Clerk of said Court.

Ret'd & filed July 8th, 1867.

(Signed) J. W. KNOBLOCH, *D'y Clerk.*

Sheriff's return on same.

Received the within notice of judgment June 27th, 1867, together with two true and certified copies of the same, and served the same on the 1st day of July, 1867, by handing one of said true and certified copies of the same to Dr. George W. Tucker in person at his
268 domicile situated in this parish, left bank of Bayou La Fourche at about four miles below the town of Thibodaux, and on the same day, month and year served the other true and certified copies of the same at the domicil of P. E. Tucker in the hands of a male free white person over the age of 14 years and personally known to me to be Mr. George W. Tucker, residing and being at the time of service at the house and domicil of P. E. Tucker, situated in this parish, left bank of Bayou La Fourche at about four miles below the town of Thibodaux, and he, the said P. E. Tucker, being absent from home at the time of service.

Whereof I make this my return July 5th, 1867.

(Signed) THÉOPHILE THIBODAUX,
D'y Sheriff.

Ret'd & filed July 8th, 1867.

(Signed) J. W. KNOBLOCH,
D'y Clerk.

Writ of fi. fa.

THE STATE OF LOUISIANA:

Third district court, parish of La Fourche

BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS. } No. 578.

269 To the sheriff of said parish, greeting:

We command you by these presents that by seizure and sale of the property, real and personal, rights, and credits of the defendants, George W. Tucker, Paschal E. Tucker, and Sarah L. Tucker, wife of William K. Douglass (the said Mrs. Tucker being herein represented by E. W. Blake, esq., curator ad hoc), and said defendants composing the firm of Tucker Brothers, and particularly by the seizure and sale of the following-described property, to wit:

A certain sugar plantation situated in this parish, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring nine arpents, more or less, front, by eighty arpents in depth according to the existing lines, bounded above by lands of Gaudé Brothers & Co., and below by those of Robert and J. H. Tucker, together with all the buildings & improvements thereon, dwelling-house, sugar-house, mill and engine, cabins, etc.

You cause to be made in the manner prescribed by law, and from each of the aforesaid defendants, their virile share of the sum of five thousand dollars ($5,000.00), with eight per cent. interest thereon
270 per annum from the fifteenth day of February, A. D. 1861, until paid; the further sum of five per cent. on the amount above specified as attorney's fees; the further sum of twenty-five dollars, fee of the curator ad hoc, and the further sum of forty-five dollars and seventy-nine cents costs, besides your own costs and charges, to satisfy and

pay a judgment lately rendered by our said court in favor of the said plaintiffs and against the said defendants.

And how you shall have executed this writ you make return thereof in seventy days, as the law directs, to us in our said court.

Witness my hand and the impress of the seal of said court this the 19th day of July, A. D. 1867.

(Signed) J. W. KNOBLOCH,
D'y Clerk of said Court.

Ret'd & filed September 24th, 1867.

(Signed) J. W. KNOBLOCH,
D'y Clerk.

Sheriff's return on same.

THE STATE OF LOUISIANA:

Third district court, parish of Lafourche.

BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS. } No. 578.

271 Received the within writ July 19th, 1867, and executed it on the 20th day of same month and year by seizing the property described in notice of seizure hereunto annexed and making part of this return, of which seizure the defendants were duly notified as the law requires, but the legal delay having expired and they failing to comply with the requisites of the law, I advertised said property for sale on the 3d day of August, 1867, by inserting notices both in French and English languages in the Thibodaux Sentinel, a weekly newspaper printed in the town of Thibodaux, and posted up advertisements at the court-house door, at the gate of the parish church-yard, and at divers other public places in the parish, wherein a full description of the property was embodied and the day of sale fixed for Saturday, September the 7th, 1867, between the hours of 11 a. m. and 4 p. m., at the court-house in the town of Thibodaux. Terms cash.

Before the day of sale, as required by law, the parties, plaintiffs and defendants, were duly notified to appoint appraisers to value the said property seized, appraisers to meet at my office in the town of Thibodaux on Friday, September 6th, 1867, at 9 o'clock a. m., on which day and hour were present Arsene Bergeron, appointed by plaintiffs,
272 and G. S. Sainclair, appointed by the defendants, which appraisers, after being duly sworn, valued the said property to be worth in cash the sum of twelve thousand dollars. Appraisement hereto annexed as part of this return.

Then on said day of sale, September the 7th, 1867, between the hours of 11 a. m. and 4 p. m., I went to the court-house aforesaid, and then & there being read both in French and English languages the aforesaid advertisements, and also the certificate of the recorder hereto annexed as part of this return:

I then announced that the purchaser would be entitled to retain in his hands the amount of the conventional and special mortgage described in aforesaid certificate under the No. 1, amounting in principal, interest, & costs to eighteen hundred and fifty-one $\frac{10}{100}$ dollars.

I also announced that the purchaser would be entitled to retain in his

hands the amount due on the mortgage note described in aforesaid certificate under the No. 2, concurrent to the one under which the sale is made.

I then offered the aforesaid plantation for sale both in French
273 & English languages, and continued so to do for a sufficient length of time, when the said property was knocked off and adjudicated to the last and highest bidder, A. W. Comming, for and in consideration of the sum of thirteen thousand and twenty-five dollars, paid as follows, to wit:

1°. The purchaser retained in his hands the sum of eighteen hundred and fifty-one $\frac{10}{100}$ dollars, amount due on the conventional and special mortgage under the No. 1 & 8th in aforesaid certificate, which amount remained secured by same mortgage.

2°. The balance of adjudication, eleven thousand one hundred and thirty-seven $\frac{90}{100}$ dollars ($11,173.90), is applied to the settlement of the claim of the plaintiff and Godfrey Barmsley, each holding a five thousand dollar note, secured by the second mortgage, as appears by the certificate of the recorder, in conformity to the instructions of Louis Bush, esq., attorney of the parties, in the following proportions, the funds being insufficient to extinguish these claims, viz: 1°. To the bank to cover principal, interest, and costs pro rata six thousand two hundred & sixty-nine $\frac{50}{100}$ dollars. 2°. To G. Barmsley pro rata, four thousand nine
274 hundred & four $\frac{40}{100}$ dollars, as will more fully appear by act of compromise and agreement between the parties passed before J. K. Gourdain, recorder, this day.

Whereupon I make this my return, at the parish of La Fouche, this 9th day of September, 1867.

(Signed) C. LAGARDE, *Sh'ff.*

Costs: Sheriff's fees, $86.00; stamps, 14.00; clerk, 33.90; recorder, 21.00; protest, 10.39; printer, 36.75—$202.04.

Notice of seizure.

THE STATE OF LOUISIANA:

Third district court, parish of La Fouche.

BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS. } No. 578.

To Sarah L. Tucker, wife of William K. Douglass, herein represented by E. W. Blake, esq., curator ad hoc, residing in said parish:

Take notice that acting under a writ of fi. fa., emanating from the above-entitled court in the above entitled and numbered suit, I have this 20th day of July, 1867, seized the property below described, to wit:

275 1°. A certain sugar plantation situated in this parish, on the left bank of the Bayou La Fouche, at four miles below the town of Tribodaux, measuring seven arpents, more or less, front, by eighty arpents in depth, according to the existing lines, bounded above by the lands of Joseph R. LeBlanc, and below by those of Robert & J. H. Tucker, together with all the buildings and improvements thereon, dwelling house, sugar house, mill and engine, cabins, &c.

You are hereby notified to come forward within three judicial days of

the service hereof and make payment of the principal, interest, & costs of suit, otherwise I will proceed to advertise said property for sale according to law.

Witness my hand, at the parish of La Fouche, July 20th, 1867.

(Signed) THEOPHILE THIBODAUX,
D'y Sheriff.

Notice of seizure.—G. W. Tucker & al.

THE STATE OF LOUISIANA:

Third district court, parish of La Fourche.

BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS. } No. 578.

To George W. Tucker, Pascal E. Tucker, and Sarah L. Tucker,
276 wife of William K. Douglass, herein represented by E. W Blake, esq., curator ad hoc, all residing in said parish, take notice:

That acting under a writ of fi. fa. emanating from the above-entitled court and in the above entitled and numbered suit, I have this 20th day of July, 1867, seized the property below described, to wit:

1°. A certain sugar plantation situated in this parish, on the left bank of the Bayou La Fouche, at about four miles below the town of Thibodaux, measuring seven arpents, more or less, front, by eighty arpents in depth, according to the existing lines, bounded above by the land of Joseph R. LeBlanc and below by those of Robert & J. H. Tucker, together with all the buildings and improvements thereon, dwelling house, sugar house, mill and engine, cabins, etc., etc.

You are hereby notified to come forward within three judicial days of the service hereof and make payment of the principal, interest, and costs of suit, otherwise I will proceed to advertise said property for sale according to law.

Witness my hand, at the parish of La Fouche, July 20th, 1867.

(Signed) THEOPHILE THIBODAUX,
D'y Sheriff.

277 *Sheriff's return on same.*

Served on the 20th day of July, 1867, a true copy of the within notice of seizure to G. W. Tucker in person, at his domicile, situated in this parish, left bank of Bayou Lafourche, at about four miles below the town of Thibodaux, and on the same day, month, and year, served another like copy of the within notice of seizure on P. E. Tucker in person, at his domicile, situated in this parish, left bank of Bayou Lafourche, at about four miles below the town of Thibodaux, whereof I make this my return, July 30th, 1867.

(Signed.) THEOPHILE THIBODAUX.
D'y Sh'ff.

Service of within notice of seizure waived.

(Signed.) E. W. BLAKE,
Curatar ad hoc of Sarah L. Tucker, wife of Wm. K. Douglass.

Served a copy July 20th, 1867, on E. W. Blake, curator, in person.

(Signed.) C. LAGARDE, *Sheriff.*

Advertisements in English.

STATE OF LOUISIANA:

Third district court, parish of Lafourche.

BANK OF NEW ORLEANS
vs
TUCKER BROTHERS. } No. 578.

278 Take notice that, acting by virtue of a writ of fi. fa. emanating from the above entitled court, and in the above entitled and numbered case, I have seized and will offer for sale at public auction, to the highest bidder, at the court-house in the town of Thibodaux, on Saturday, the 7th day of September, 1867, between the hours of 11 o'clock a. m. and 4 o'clock p. m. the property below described, to wit:

A certain sugar plantation situated in this parish, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring 7 arpents, more or less, front, by 80 arpents in depth, according to the existing lines, bounded above by the lands of J. R. Le Blanc, and below by those of Robert and J. H. Tucker, together with all the buildings and improvements thereon, dwelling house, sugar house, mill, and engine, cabins, etc., etc.

Terms of sale, cash on the spot.

(Signed) C. LEGARDE, *Sheriff.*

Advertisements in French.

ETAT DE LA LOUISIANE:

Cour du 3ème district, paroisse de Lafourche.

BANQUE DE LA NOUVELLE ORLEANS
vs.
TUCKER FRÈRES. } No. 578.

279 Sachez que en vertu d'un writ de fi. fa., émanant de la cour ci-dessus mentionnée, dans l'affaire ci-dessus institutée et numérotée j'ai saisi et offrirai en vente pour être vendue à l'enchère publique, au plus enchérisseur, devant la maison de cour dans la ville de Thibodaux le Samedi 7ème jour de Septembre, 1867, entre 11 heures a. m. et 4 heures p. m., la propriété ci-après décrite, savoir:

Une certaine habitation sucrière située dans cette paroisse, sur la rive gauche du Bayou Lafourche, à environ quatre milles en bas de la ville de Thibodaux, mesurant sept arpents plus ou moins de face par quatre vingt de profondeur, conformément aux lignes existantes, bornée en haut par les terres de J. R. LeBlanc et en bas par celles de Robert & J. H. Tucker ensemble, avec toutes les batisses et améliorations qui s'y trouvent dessus, maison de résidence, sucrerie, moulin et machine, cabanes, etc., etc.

Conditions de la vente comptant.

(Signed.) C. LAGARDE, *Sheriff.*

Notice to appoint appraisers.

STATE OF LOUISIANA:

SHERIFF'S OFFICE, PARISH OF LAFOURCHE.

In the third district court of Lafourche.

BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS. } No. 578.

280 To Messrs. George W. Tucker, Pascal E. Tucker, and Eugene W. Blake, curator ad hoc, all of said parish, Bush & Goode, att'ys, the Bank of New Orleans.

You will please appoint appraisers to estimate the property seized in above suit, who will attend at my office on Friday, September 5th, 1867, at 9 o'clock a. m.

Witness my hand at the parish of Lafourche this 12th day of August, 1867.

(Signed) THEOPHILE THIBODAUX,
D'y Sh'ff.

Sheriff's return on same.

Served on the 12th day of August, 1867, a like copy of the within notice to J. S. Goode, esq., one of the firm of Bush & Goode, atty's-at-law, and herein representing the plaintiffs in the within case, the Bank of New Orleans, in person, in the town of Thibodaux; and on the same day, month and year served one like copy of the within notice to E. W. Blake, curator ad hoc, in person, in the town of Thibodaux; and on the 13th day of the same month and year served one like copy to G. W. Tucker in person; and on the same day, month, and year served one like copy of the same at the domicile of P. E. Tucker, in the hands of G. W.
281 Tucker, esq., and he the said P. E. Tucker being absent from home at the time of service.

Whereof I make this my return August 14th, 1867.

(Signed) THEOPHILE THIBODAUX,
D'y Sheriff.

Appraisement.

The State of Louisiana, third district court, parish of Lafourche.

BANK OF NEW ORLEANS
vs.
TUCKER BROTHERS. } No. 578.

We, the undersigned, & , do solemnly swear that we will make to the best of our ability and understanding a true and just appraisement of the hereinafter-described property, seized in the above case, for cash. So help me God.

(Signed) GEO. SINCLAIR.
" ARSENE BERGEROU.

Sworn to and subscribed before me this 6th day of September, 1867.

(Signed) C. LAGARDE, *Sheriff.*

A certain sugar plantation, situated in this parish, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring seven arpents, more or less, front, by eighty arpents in depth, measuring to the existing lines, bounded above by the
282 lands of Joseph R. LeBlanc and below by those of Robert & J. H. Tucker, together with all the buildings and improvements thereon, dwelling house, sugar house, mill and engine, cabins, &c., &c.

Appraised twelve thousand dollars ($12,000.00).

(Signed) GEO. SINCLAIR.
" ARSENE BERGEROU.

Certificate of mortgages.

STATE OF LOUISIANA,
Parish of Lafourche:

I, the undersigned recorder, duly commissioned and qualified in and for the parish aforesaid, do hereby certify that the following mortgages, and none others, are inscribed in my office on the following described property in the name of Tucker Bros., to wit:

A certain tract of land, situated in this parish, on the left bank of the Bayou Lafourche, at about four miles below the town of Thibodaux, measuring seven arpents, more or less, front, by 80 arpents in depth, according to the existing lines, bounded above by lands of J. R. Le Blanc and below by those of Robert & J. H. Tucker, together with all the buildings and improvements thereon.

Mortgages to wit:

1°. A conventional and special mortgage, with vendor's privilege,
283 to secure the payment of a note of said Tucker Bros. for three thousand and eight $\frac{33}{100}$ dollars, payable in March, 1858, with 8 % interest after maturity until paid; this mortgage bears on the three lower arpents by 80 deep. Inscribed 27th February, 1855, & reinscribed 23d December, 1865, to secure such balance as may remain due thereon.

2°. A conventional mortgage, consented by Tucker & Brothers, in favor of Robert Tucker, or the holders under him, of two notes each for five thousand dollars, due respectively 20th January & 15th February, 1861, with 8 % interest from maturity. Inscribed against said land 24th Feb'y, 1860.

3°. A conventional mortgage, consented by G. W. Tucker & Bros., in favor Carroll, Hay & Co., to secure two notes, one for nine thousand one hundred and twenty-two dollars, payable on the 18th January, 1862, and the other for ten thousand seven hundred and sixty-three $\frac{22}{100}$ dollars, payable on the 8th January, 1863, bearing 8 % interest after maturity until paid. Inscribed against said land on the 5th March, 1861.

4°. A judicial mortgage in favor of Campbell & Strong against G. W. Tucker & others for three thousand five hundred and twenty-eight dollars, with legal interest from 21 May, 1861, till paid, & costs of suit. Inscribed 14th June, 1860.

284 5°. A judicial mortgage in favor of Marshall J. Smith & Co. against G. W. Tucker for three hundred and forty-eight $\frac{47}{100}$ dollars, with 8 % interest from the 17th April, 1860, and costs of suit. In-Inscribed 4 December, 1861.

6°. A judicial mortgage in favor of Ch's Slocomb & Co. against G. W. Tucker for three hundred and forty-three $\frac{76}{100}$ dollars, with 8 % interest from 1st July, 1860, till paid, and costs of suit & of protest. Inscribed 23d December, 1864.

7°. A judicial mortgage in favor of Goodrich & Co. against Williams & Tucker for eight hundred and thirty-five dollars 24 cents, with 8 % interest from 2d April, 1860, till paid & costs of suit and of protest. Inscribed 3d January, 1866.

8°. A judicial mortgage in favor of Gerome Gaubert & other on the lower three arpents by 80 deep, recognizing the vendor's privilege thereon, for eleven hundred dollars, with 8 % interest from 3d April, 1861, until paid & costs of suit. This mortgage covers the one herein first described. Inscribed 14th July, 1866.

9°. A judicial mortgage in favor of the Bank of New Orleans against Tucker & Bros. for the following sum each for his virile share, viz: Five thousand dollars, with 8 % interest from 15th February, 1861, &
285 the further sum of five per cent. on said amount, attorney's fees and the cost of protest and of suit. This mortgage is recognized on the property herein described and as part of the mortgage secondly described. Inscribed June 28th, 1867.

10°. A judicial mortgage in favor of R. & E. L. Tucker against G. W. Tucker for ten thousand eight hundred and ninety-seven $\frac{40}{100}$ dollars, with 8% interest from the 1st Dec., 1867, and all costs of suit. Inscribed 28th June, 1867.

Witness my hand and the impress of my seal of office this 7th September, 1867.

[L. S.] (Signed) J. K. GOURDAIN, *Recorder.*

Session of December, 1875.

STATE OF LOUISIANA,
Parish of Lafourche:

At a regular session of the district court of the 15th judicial district of the State of Louisiana, in and for the parish of Lafourche, begun and holden on Monday, the 6th day of December, 1875, court was opened according to law by L. A. Webre, sheriff of said parish.

Present, his honor Taylor Beattie, judge of said court, presiding.

Recusation, appointment, and assignment.

On Monday, December 6th, 1875, the following entry was spread upon the minutes of said court, to wit:

286 JOHN J. ADAMS & CO., IN LIQ., *vs.* THOMAS J. DANNIS. } No. 1456.

In this case the judge recused himself, and appointed John J. Billin, esq., as judge ad hoc, and by consent the rule herein is fixed for to-morrow, Tuesday, Dec. 7th, 1875.

TUESDAY, *December 7th*, 1875.

Court met pursuant to adjournment.

Present, his honor, as before.

On Tuesday, December 7th, 1875, the following entry was spread upon the minutes of said court, to wit:

JOHN J. ADAMS & CO., IN LIQ., vs. THOS. J. DANNIS. } No. 1456.

In this case the judge recused. J. S. Billin, esq., presiding.

Exceptions and answer taken up and trial.

Into court come Rouse & Murphy, counsel for N. W. Casey, receiver, etc., leave had, filed his exceptions and answer to the rule herein. Pursuant to assignment the rule and exceptions herein were regularly taken up for trial and tried; the court, after having heard the evidence adduced and argument of counsel, took the same under advisement.

287 SATURDAY, *December 18th*, 1875.

Court met pursuant to adjournment.

Present, his honor, as before.

On Saturday, December 18th, 1875, the following entry was spread upon the minutes of said court, to wit:

Opinion.

JOHN J. ADAMS & CO., IN LIQ., vs. THOMAS J. DANNIS. } No. 1456.

In this case the judge recused. John S. Billin, esq., presiding.

Pursuant to advisement the court this day, in open court, delivered its written opinion and reasons for judgment herein, ordering that the rule herein be made absolute.

Judgment signed in open court this day.

See decree.

Clerk's certificate.

Clerk's certificate.

STATE OF LOUISIANA,
Parish of Lafourche:

I hereby certify that the above and foregoing two hundred and ninety-eight pages contain a true, correct, and complete transcript of all the documents filed, all the testimony adduced, and all the proceedings had in the suit wherein John J. Adams & Co., in liquidation, are
288 plaintiffs and Thomas J. Dannis is defendant, in the fifteenth judicial district court in and for the parish of Lafourche.

In testimony whereof I have hereunto set my hand and affixed the seal of my office, at Thibodeaux, this the sixth day of January, A. D. 1877.

[SEAL.] (Signed) A. ROVIRA,
Clerk 15th Jud. Dist. Court, Parish of Lafourche.

UNITED STATES OF AMERICA,
State of Louisiana:

Supreme court of the State of Louisiana.

Proceedings had in the supreme court of the State of Louisiana in the case entitled and numbered on the docket thereof John J. Adams & Co., in liq., vs. Thomas J. Dannis, No. 6532. On appeal from the 15th judicial district court, parish of Lafourche.

289 *Cause submitted.—Extracts from the minutes.*

THURSDAY, *January 18th*, 1877.

The court was duly opened.

Present, their honors Thomas C. Manning, chief justice, and Robert H. Marr, Alcibiade De Blanc, William B. Egan, William B. Spencer, associate justices.

JOHN J. ADAMS & CO.
vs.
THOMAS J. DANNIS, N. W. CASEY, RECEIVER. } No. 6532.

This case was called for trial and submitted to the court by counsel for parties in interest upon briefs to be filed within twenty days from this date.

Judgment of the court.—Extracts from the minutes.

MONDAY, *April 2d*, 1877.

The court was duly opened pursuant to adjournment.

Present, their honors Thomas C. Manning, chief justice, and Robert H. Marr, Alcibiade De Blanc, William B. Egan, William B. Spencer, associate justices.

290 JOHN J. ADAMS & CO., IN LIQUIDATION,
vs.
THOMAS J. DANNIS, N. W. CASEY, RECEIVER. } No. 6532.

On appeal from the fifteenth judicial district court, Parish of La Fourche.

The judgment appealed from is affirmed with costs.

Opinion of the court.—Filed April 2d, 1877.

JOHN J. ADAMS & CO., IN LIQ.,
vs.
THOMAS J. DANNIS, N. W. CASEY, RECEIVER, &c. } No. 6532.

Appeal from the fifteenth judicial district court, parish of La Fourche.

Mr. Justice MARR:

On the 24th February, 1860, Tucker Brothers executed a mortgage, which was recorded on the same day, on a plantation in the parish of

La Fourche, in favor of Robert Tucker, or any future holder, to secure four promissory notes for $5,000 each, of which two only seem to have been used.

The Bank of New Orleans held one of these notes, and God-
291 frey Barnsley held the other. The bank obtained judgment against Tucker Brothers on the note held by it, with recognition of the mortgage, which was recorded as a judicial mortgage on the 28th June, 1867. Barnsley brought suit on the note held by him, which was not prosecuted to judgment, and it seems to have been discontinued.

Execution issued on the judgment in favor of the bank, under which the sheriff seized the mortgaged property and sold it on the 7th September, 1867, to A. W. Cummings, for cash.

The first mortgage in date bore on part only of the property, and was in favor of Gaubert and Richard, who had obtained judgment against Tucker Brothers for the amount due them, which was recorded as a judicial mortgage on the 14th July, 1866, and the next in rank was that under which the bank and Barnsley claimed. The price of the adjudication was not sufficient to pay the amount due these creditors in the second rank. Of course, the junior mortgages were cut off, and the creditors in the first and second ranks were the only persons who were interested in the distribution of the proceeds of the sale.

292 The sheriff in his return, after the usual recitals, states that the property was adjudicated to the last and highest bidder, A. W. Cummings, for and in consideration of the sum of thirteen thousand and twenty-five dollars, paid as follows, to wit:

"1°. The purchaser retained in his hands the sum of $1,851.10," the amount due to the first mortgage creditors, Gaubert & Richard, "which amount remained secured by same mortgage."

"2°. The balance of adjudication, eleven thousand one hundred and seventy-three $\frac{90}{100}$ dollars, is applied to the settlement of the claim of the plaintiff and Godfrey Barnsley, each holding a $5,000 note, secured by the second mortgage * * * in the following proportions, the fund being insufficient to extinguish these claims, viz: To the bank, to cover principal, interest, and costs, pro rata, $6,269.50; to G. Barnsley, pro rata, 4,904.40, as will more fully appear by act of compromise and agreement between the parties, &c."

The agreement referred to in the return is of the same date as the sale. It begins with the declaration by Cummings, "that he has this day purchased at sheriff's sale, in the case entitled the Bank of New Orleans
293 vs. Tucker Bro's for cash," and then follows a description of the property, and statement of the price of the adjudication. The agreement then recites "that the purchase price was not, in reality, paid in cash, but the purchaser compounded and compromised with the mortgage creditors hereinbefore named, who agreed to give him time, without, however, impairing or novating their original claims, the right to enforce which they expressly reserve."

The payments were to be in three installments. With respect to Gaubert & Richard, declared to be the creditors first in rank, after dividing the $1,851.16, to be paid to them in three parts as agreed upon, and fixing the dates from which they are respectively to bear interest, the agreement states: "It is distinctly understood, however, that if any of these installments should not be paid at maturity, the whole amount shall be exigible; and Gaubert & Richard shall be and are hereby authorized and expressly empowered to enforce the aforesaid judgment in case No. 487, on the tract to them mortgaged specially, by privilege,

the said Cummings binding himself to interpose no objection or obstacle thereto."

After dividing the $4,904.40 to be paid to Barnsley, and the $6,269.50 to be paid the bank, into three parts each, and fixing the dates
294 of payment, and the time from which they are to bear interest, the agreement proceeds:

"It is understood, as above stated, that the parties hereto do not, by these presents, impair, affect, or novate their existing claims, and that, in case of non-payment, they will be entitled to enforce the judgments which may be held by them; and, furthermore, that the original mortgages and privileges remain in full force and effect, and are not hereby novated; and if need be, for the purpose of avoiding all doubt, the said privileges and mortgages are hereby recognized as operating on the said property in the proportions aforesaid, and to secure the debts aforesaid, with the rank above stated.

"The mortgage of the said Barnsley and the bank results from an act executed before the undersigned recorder on the 24 February, 1860, inscribed in this office on the same day, as will more fully appear by suit No. 578, entitled Bank of New Orleans vs. Tucker Bro's, and No. 793, entitled Godfrey Barnsley vs. Tucker Bro's, on file in the third district court of Lafourche."

This agreement was recorded in the book of conventional mortgages on the day of its date, 7 September, 1867.

295 Pursuant to the sale and adjudication of 7 September, the sheriff, on the 9 September, made a deed to Cummings, in which he recites all that he had done touching the sale, and copies his return in full. He then proceeds to "sell, set over, transfer, and convey unto the purchaser, A. W. Cummings, for the sum above stipulated and paid as aforesaid, all the rights, title, and interest which defendants, Tucker Bros., had in or on the aforesaid property."

The sheriff treated the sale as having been made for cash, and he reserved no mortgage on the property. The deed was registered on 30 Sept., in the book of conveyances.

In December, 1868, Cummings sold the property to Mrs. Tucker, who assumed to pay the debts for which Cummings had bound himself, and on the same day she sold half of it to Thomas J. Dannis, with whom she formed a planting partnership. Dannis assumed the same debts; but neither he nor Mr. Tucker gave any mortgage to secure the payment.

On the 2d April, 1870, Dannis and Mrs. Tucker mortgaged the property to John J. Adams & Co., and on the 1 April, 1871, Mrs. Tucker sold her half to Dannis, who assumed all the debts for which she had bound herself; but he gave no mortgage to secure the payment.

296 On the 25 July, 1875, Adams & Co. required the recorder to cancel and erase the inscription of the conventional mortgage of 24 February, 1860, on the ground that more than ten years had elapsed, after the date of the inscription, when they, on the 2 April, 1870, acquired their mortgage on the property; and this inscription had not been renewed.

The recorder complied with this demand, as he was bound to do, by the act of 1843, Rev. Stats., sec. 450, 3141, amending article 3333, now article 3369, of the civil code; and, on the 28 July, Adams & Co., proceeded against Dannis, on their mortgage by seizure and sale. The property was sold on the 2 October, 1875, and the mortgagees became the purchasers for some $17,519, less than half the mortgage debt due

them. The sheriff refused to complete the adjudication without payment of certain mortgage claims against Tucker Bros., among others, that of the Bank of New Orleans, resulting from the judgment recorded 28 June, 1867.

Adams & Co. then took a rule on the recorder, N. W. Casey, receiver of the New Orleans National Banking Association, the successor of the Bank of New Orleans, Goodrich & Co., R. & E. L. Tanner, Gaubert & Richard, and the sheriff, the recorder, and the several creditors,
297 to show cause why the mortgages appearing in the names of these creditors, respectively, in so far as they affect the property in question, should not be cancelled and erased, and the sheriff to show cause why he should not complete the adjudication and put the purchasers in possession.

Casey alone appeared and contested this rule. He plead want of jurisdiction, and that the proper and necessary parties were not before the court. He also plead a general denial, and set up the judgment against Tucker Bros., in favor of the Bank of New Orleans, recorded as a judicial mortgage on the 28 June, 1867, which he alleged had not been paid and was in full force.

The judgment of the court below made the rule absolute, and ordered the recorder to cancel and erase the several mortgages specified in the rule and in accordance with its terms; and the sheriff to complete the adjudication and to put the purchasers in possession. From this judgment Casey took a devolutive appeal.

The plea to the jurisdiction is twofold:

1°. That the National Banks cannot be sued in a State court except in the county or parish in which they are located.

298 2°. That the rights of the bank cannot be determined on a rule, but only by direct action.

1°. As to this latter objection, it suffices to say that in such a case as this the law requires the proceeding to be summary. (Code of Practice, 754, 755; Rev. Stats., sections 1942, 2903.)

2°. The other plea to the jurisdiction is based upon section 57 of the National Bank act, which was omitted in the Revised Statutes of the United States, but is to be found in the appendix, p. 1437, as an amendment to s. 5198, as follows:

"Suits, actions, and proceedings against any association under this title may be had in any circuit, district, or territorial court of the United States held within the district in which such association may be established, or in any State, county, or municipal court in the county or city in which said association is located, having jurisdiction in similar cases."

We do not understand this section as excluding all other jurisdiction than those specified. The State courts derive their jurisdiction from State law, not from the laws of the United States, and we must look to the State law to ascertain whether a State court has jurisdiction in
299 any given case, except where exclusive jurisdiction is given to the Federal tribunals by the Constitution and laws of the United States.

Section 5136 of the Revised Statutes, section 8, of the National Bank act, authorizes the banks "to sue and be sued, complain and defend in any court of law and equity as fully as natural persons"—that is, these banks are corporations, and they proceed and are proceeded against as other corporations. Once vested with this power and capacity, they are amenable to the jurisdiction of the courts of the States in which they are respectively located, just as other corporations or natural persons

are; and section 57 of bank act is merely declaratory, and was not intended as an abridgment of the power and jurisdiction of the State courts touching property or persons, natural or corporate, within their territorial limits. Of course these associations, just as natural persons, may have causes in which they are parties heard and determined in the Federal courts, either on original process or by removal, in the cases provided by the laws of the United States.

In Louisiana the jurisdiction of the courts depends upon the subject-matter in controversy and the domicil of the defendant.
300 The New Orleans National Banking Association had its domicil at New Orleans, and in an ordinary civil case it could not have been sued out of the parish of Orleans. Casey, the receiver, has his domicil at the city of New Orleans, and in like manner he is not subject to the ordinary jurisdiction of the courts of other parishes.

The association was not made a party to this proceeding. The Bank of New Orleans no longer exists. It was converted into the New Orleans National Banking Association in 1871, and Casey, receiver of that association, administers the effects which formerly belonged to the Bank of New Orleans. If the association were a party it would be amenable to the jurisdiction of any State court in which a natural person, having his domicil at the city of New Orleans, could be sued. The case cited by appellants' counsel, Bank of Bethel vs. Pahquoique Bank, (14 Wallace, 383,) simply decides that a national bank does not lose its corporate existence by the appointment of a receiver, and that it may still be sued, just as a natural person in a court of the State, precisely as if a receiver had not been appointed.

The question in this case is, not whether this National Banking
301 Association may be sued in a State court after a receiver has been appointed, but whether a receiver having been appointed, he is amenable to the jurisdiction of a State court in a parish different from that in which the association was located, and in which also he has his domicil.

By the act of 1841, re-enacted in 1855, p. 497, sec. 37, and again in the Rev. Stats. of 1870, sections 1942, 2903, "whenever a conflict of privileges arises between creditors, all the suits and claims shall be transferred to the court by whose mandate the property was first seized, either in mesne process or on execution, and the said court shall proceed to class the privileges and mortgages according to their rank and privilege in a summary manner, after notifying the parties interested."

The whole controversy in this case is a conflict of privileges. The property was situated in Lafourche; it had been seized and sold under process of the district court of that parish; and no other court in the State had power or jurisdiction to settle the controversy and to distribute the proceeds of the sale among the several creditors asserting mortgages and privileges against the property.

3°. The rule required certain persons to show cause why in-
302 scriptions of mortgages appearing in their names should not be cancelled and erased. These persons were made parties by name, and they appear to have been notified. No other persons whomsoever were necessary parties, because the rights of no other persons were attacked or involved. It any person interested was not before the court, it will be his business to make that fact appear when his rights are affected; but it not the business of a party who is properly before the court, and who asserts an independent, separate, and distinct right, which must be determined between him and the plaintiff.

It was proven on the trial that the debt due Gaubert & Richard had

been paid in full, and that the judicial mortgages in favor of Goodrich & Co. and R. & E. L. Tanner were long subsequent in date to the conventional mortgage under which the bank claimed and the sheriff sold the property. None of those parties have appealed; and the judgment is unquestionably correct, so far as they are concerned. The only question is as to the right of the bank, and that depends upon the effect to be given to the conventional mortgage recorded on the 24 February, 1860, the judicial mortgage recorded on the 28 June, 1867, and
303 the agreement with Cummings recorded on the 7 September, 1867.

First. So far as the judicial mortgage is concerned, it is obvious that it was extinguished by the sale made under execution issued on the judgment. It was a judgment against Tucker Bros., and their property was seized and sold is satisfaction of that judgment; and the price of the adjudication was apportioned and distributed by the sheriff among the several mortgage creditors according to their rank and priv ilege, respectively. It was not in the power of the bank, the seizing creditor, and one of the distributees of the proceeds of that sale, nor was it in the power of Cummings, the purchaser of the property for cash, to revive that judgment, or to give force and validity to the judicial mortgage; the mere incident and accessory, after the judgment itself, upon which alone it depended, had been extinguished pro tanto as to the judgment debtors by the sale of their property.

Second. The agreement between Cummings and the mortgage creditors was anomalous, and in some respects extraordinary. It is clear that Cummings did not grant any mortgage on this property, and as the title of the Tucker Brothers had been divested, and had vested
304 in Cummings by the sheriff's sale, adjudication, and registered deed, the extraordinary circumstance is that these creditors of Tucker Brothers were so careful, took such pains to reserve their original rights, and to stipulate that they should, in case of default on the part of Cummings, enforce their original claims and mortgages against Tucker Brothers, and that these claims and mortgages were in no way impaired, or affected, or novated by the agreement made with Cummings.

Cummings did, indeed, recognize the original mortgages and privileges as operating on the property, but this recognition of mortgages granted by Tucker Brothers no more created a mortgage against Cummings than his recognition of the judgments against Tucker Brothers made him a party to the judgments, and subjected him and his property to the process of execution as one of the judgment debtors.

Reduced to its just proportions, this agreement means that the several creditors, who were entitled to the entire proceeds of the sale, would not require Cummings to pay them in cash, as he was bound to do by the terms of the sale; that they granted him time to pay; that he recognized their original mortgages and claims as still existing and
305 operating against the property, and obligated himself, in case of his failure to meet the payments as stipulated, to interpose no objection or obstacle to the enforcement of their original claims and mortgages against Tucker Brothers, as if no such sale had been made by the sheriff. Without the intervention of Tucker Brothers, these creditors and Cummings agree that the mortgages and judgments which Cummings was bound to pay in cash, to the extent of the price of the adjudication, should not be paid or discharged, but should continue in force, notwithstanding the fact that the property of Tucker Brothers had been sold, and sold for cash, in satisfaction of these claims and mortgages.

It cannot be pretended that the bank could ever, at any time after the 7 September, 1867, have enforced their judgment against Tucker Brothers by execution, or any other process against the mortgaged property, which had been seized and sold under that judgment; and the moment the right of the bank to seize and sell that property under that judgment ceased, that moment the judgment lost its effect as a judicial mortgage with respect to that property, and the rights of the bank
306 were narrowed down to the conventional mortgage of 24 February, 1860.

Third. There is proof in the record that one of the Tuckers and Dannis wrote to the bank acknowledging their indebtedness. We are dealing, not with a question of indebtedness, but with a question of mortgage, and a written acknowledgment of indebtedness does not create a mortgage.

It was also proven that Adams & Co., in November, 1874, offered to pay for the bank claim 30 % on the amount due 7 September, 1867. Adams & Co. state in their letter that the bank held a concurrent or second mortgage for $6,269.50; that the inducement for their offer was that Dannis was greatly embarrassed, his property mortgaged for more than its value, and that they were mortgage creditors and were desirous to have the place kept up as a sugar plantation, "which can only be done by continuous and heavy advances." The utmost effect of this is to charge Adams & Co. with knowledge of the claims of the bank, without in any manner giving them additional force or enlarging their effect.

The jurisprudence of Louisiana seems now to be settled that
307 there is no notice or knowledge of a mortgage by which a third person can be affected other than that which is afforded by inscription in the proper office. There has been some difference of opinion as to the correctness of this doctrine, and we think it not amiss to avail ourselves of this occasion to discuss the question somewhat as res nova, instead of contenting ourselves, as we might do, with a mere reference to the decisions of this court.

The civil code, as originally adopted, article 3314, declared that "mortgages are only allowed to prejudice third persons when they have been publicly inscribed on records, kept for that purpose, and in the manner hereafter directed."

Article 3315 defined the words "third persons," as used in the preceding article, to be "all persons who are not parties to the act or to the judgment on which the mortgage is founded, and who have dealt with the debtor either in ignorance or before the existence of this right."

Under the dominion of this article there was room for the opinion that knowledge supplied the place of inscription.

The act of 1855, No. 274, sec. 2, declares that all sales, con-
308 tracts, and judgments affecting immovable property, which shall not be recorded in the parish where the property is situated, "shall be utterly null and void, except between the parties thereto."

The constitution of 1868, article 123, provides that "no mortgage or privilege shall hereafter affect third persons, unless recorded in the parish where the property to be affected is situated."

The act of 1855 is re-enacted in the revised statutes of 1870, sections 3188, 3189, and it is embodied in the revised civil code of 1870, articles 2264–'5–'6.

Article 3342 of the revised code is a copy of article 3314 of the former editions; but article 3343, which takes the place of the original article, 3315, has modified the definition of third persons remarkably. It reads thus: "By the words third persons used in the foregoing article

are to be understood all persons who are not parties to the act or to the judgment on which the mortgage is founded;" omitting the last clause, the words which followed "founded" in the original article, as follows: "and who have dealt with the debtor in ignorance, or before the existence of this right."

There can be no doubt that the intention of the law is, as de-
309 clared in the act of 1855, now article 2266 of the code, in the constitution article 123, and in article 3347 of the code, that a mortgage not recorded in the parish where the property to be affected is situated is utterly null and void, except between the parties thereto.

The inscription, therefore, is as essential to the validity of the mortgage, except between the parties to the act, as the mortgage is to the validity and effect of the inscription. If the inscription loses its effect, as it may by the lapse of time, the mortgage ceases to have effect, except between the parties.

Article 3333 of the original code was as follows: "The registry preserves the evidence of mortgages and privileges during ten years, reckoning from the day of their date; their effect ceases, even against the contracting parties, if the inscriptions have not been renewed before the expiration of this time, in the manner in which they were first made."

The act of 1843, already referred to, amending this article, makes it the duty of the recorders on the simple application in writing of the owner, creditor of the owner, or other party interested, to cancel and erase all inscriptions of mortgages which have existed or may exist on their records for a period exceeding ten years, without a renewal
310 of such inscription. (Revised Statutes, sections 450, 3141.)

There was some doubt, as the law thus stood, whether the mortgage lost its effect by the lapse of ten years from its date, or whether it was the inscription which was thus perempted.

Article 3369 of the Revised Civil Code takes the place of article 3333, and it changes the phraseology of the original article: "The registry preserves the evidence of mortgages and privileges during ten years, reckoning from the day of its date (not their date, as in the original); its effect (not their effect, as in the original) ceases, even against the contracting parties, if the inscriptions have not been renewed before the expiration of this time, in the manner in which they were first made."

The ten years are to be reckoned, not from the date of the mortgage, but from the date of the inscription, and the effect of the registry, not of the mortgage, ceases, even against the contracting parties, &c. One of the effects of the registry, so long as it exists, is that it preserves the evidence of the mortgage or privilege; but when the ten years from the date of the inscription have expired, without
311 reinscription before that time, the registry no longer affords proof of the mortgage or privilege, even as against the contracting parties. As the mortgage is utterly null and void, except between the parties, without inscription, it can have no effect whatever as to all other persons after the expiration of ten years without reinscription before that time has elapsed.

Whether this be in accordance with the registry laws of other States or the decisions of other and the most authoritative and respectable judicial tribunals elsewhere, it is not material to inquire. In most of the States the chief, if not the sole, object of registry is to give notice, to afford certain means of knowledge to those who may be affected by the contracts which are required to be recorded; and under such a system it may well be held that knowledge, as it is the accomplishment

of all that the registry could possibly effect, supplies its place and makes it unnecessary.

Under our system the registry preserves the evidence of the mortgage; without it the mortgage is utterly null and void, except between the parties thereto. The language of the law is plain, and it is
312 not possible to avoid the conclusion that nothing supplies the place of registry, or dispenses with it, so far as those are concerned who are not parties to the mortgage, and that when ten years have elapsed after the inscription, without reinscription before that time, those who are not parties to the mortgage may safely contract with the mortgagor as if no such inscription had ever been made; and they may acquire mortgages on the same property, from the same mortgagor, which will outrank all previous mortgages, the inscriptions of which have lost their effect by the lapse of time.

On the 2 April, 1870, the date of the mortgage under which John J. Adams & Co. claim, more than a month had elapsed after the inscription of the mortgage under which the bank claims had lost its effect. The mortgage in favor of Adams & Co. outranked that mortgage, and whatever effect the latter may have had during the ten years after the 24 Feb'y, 1860, it could have had none except between the parties thereto after the expiration of that time.

The sale of mortgaged property under execution for cash in satisfaction of the mortgage debt must release and discharge that property from the operation and effect of that mortgage; and neither the con-
313 ventional nor the judicial mortgage in favor of the bank had any real existence, so far as the property originally affected by them was concerned, after the sale of that property on the 7 Sept., 1867.

Counsel for appellant suggest that the agreement of 7 Sept., 1867, was not discussed in the court below. We find that it was introduced in evidence by them, and we do not see how the judge could have avoided giving it the effect to which it was entitled, or deciding that it had not the effect claimed for it. It is clearly not a mortgage; and if it appears as a mortgage in favor of the bank, it should be cancelled and erased, so far as the bank is concerned, under the judgment making the rule absolute.

Our conclusion is that all the mortgage rights which the Bank of New Orleans had with respect to the property in question have long since been extinguished; and the judgment appealed from is therefore affirmed, with costs.

The labor of examining this voluminous and closely-written transcript has been greatly increased by the failure of the clerk to observe
314 the first rule of this court, adopted 31 May, 1869. Some long documents have been copied more than once, and the index of several pages is merely a reference to the papers and proceedings in the case in the order in which they appear in the transcript, without even an attempt at alphabetical arrangement. We think this a proper occasion to call the attention of the clerks to this rule, and to notify them that they incur the risk of having to pay the costs of putting the transcripts in proper order, and of arranging the indexes, when they fail to observe the rule of court in that respect.

Original notice to join in error.—Filed April 26th, 1877.

Supreme court of Louisiana.

JOHN J. ADAMS & Co.
vs.
THOMAS J. DANNIS ET AL. } No. 6532.

Take notice, that the defendant, Nicholas W. Casey, receiver of the New Orleans National Banking Association, defendant in said cause, hath decided and proposes to take a writ of error from the Supreme Court of the United States to the supreme court of the State of Louisiana to obtain the reversal of the judgment of the latter court
315 rendered against him (& to which you are a party) on the 2d day of April, 1877.

And the said Nicholas W. Casey, rec'r, requires you to join in said writ, &, in default, he will prosecute the same for his own account without your presence.

New Orleans, La., April 17th, 1877.

(Signed) ROUSE & GRANT,
Attorneys for N. W. Casey, Rec'r.

To Thomas J. Dannis, Goodrich & Co., J. Gaubert, Marcelin Richard, L. A. Webre, Louis J. Comeaux.

STATE OF LOUISIANA,
Parish of Lafourche, ss:

John C. Ragan, of said parish, being duly sworn, says that at the request of the attorney for N. W. Casey, rec'r, defendant in said suit, he did, on the 18th day of April, 1877, serve a true duplicate copy of the notice written on the reverse of this sheet of paper on M. Richard by delivering the same into his hands; and that I made a like service on Jerome Gaubert on the 18th day of April, 1877, and a like service on Thomas J. Dannis the 19th day of April, 1877.

(Signed) J. C. RAGAN.

316 Sworn and subscribed to before me this 20th day of April, 1877.
[SEAL.] (Signed) A. ROVIRA,
Clerk 15th Jud'l Dist. Court, Parish of Lafourche.

I hereby accept service of the foregoing notice, but decline to join defendant Casey in a writ of error.

April 19th, 1877.

(Signed) G. A. WEBRE.
(Signed) J. L. COMAEUX.

STATE OF LOUISIANA,
City & Parish of Orleans, ss:

Andrew J. Murphy, being duly sworn, says that he served a duplicate copy of the foregoing notice on Goodrich & Co. by delivering the same into the hands of B. M. Pond, a member of that firm, on the 18th day of April, 1877, & that they declined to join in the writ of error in said cause.

(Signed) ANDREW J. MURPHY.

Sworn to & subscribed before me this 23d day of April, 1877.
[SEAL.] (Signed) JOHN W. CORMECK,
Second Justice Peace.

317 STATE OF LOUISIANA,
Parish of Orleans, ss:

William Grant, being first duly sworn, says that all the codefendants in the above-entitled cause have been notified by the defendant Nicholas W. Casey, rec'r of the New Orleans National Banking Association, to join him as plaintiff in the writ of error sued out in said cause, and that they each refuse to join him therein. Affiant is a member of the firm of Rouse & Grant, who, on behalf of said Casey, gave said notice in due form.

(Signed) WM. GRANT.

Sworn & subscribed to before me, this 25th day of April, 1877.
[SEAL.] (Signed) F. B. VINOT,
U. S. Com'r.

Petition of Casey for writ of error.—Filed April 26th, 1877.

Supreme court of La.

JOHN J. ADAMS & Co.
vs.
THOMAS J. DANNIS & N. W. CASEY, REC'R. } No. 6532.

To the honorable Thomas C. Manning, chief justice of the supreme court of Louisiana:

318 The petition of Nicholas W. Casey, receiver of the New Orleans National Banking Association, impleaded as defendant in this cause, respectfully shows that by his certain plea in said cause he set up and claimed exemption from the jurisdiction of the State court over him in this proceeding by virtue of the provisions of the 57 section of the national bank act passed by the Congress of the United States, and approved June 3d, 1864, and that the final judgment of said court is against such exemption; and that such judgment is erroneous and greatly to your petitioner's prejudice, and that the other defendants refuse to join in this petition.

Wherefore petitioner prays that a writ of error may be allowed him in the premises under the provisions of section 709 of the Revised Statutes of the United States, and its amendments, returnable into the Supreme Court of the United States on the 2nd Monday of October, 1877, according to law.

(Signed) ROUSE & GRANT,
Attorneys for Casey.

Order.

Supreme court of Louisiana, April 23d, 1877, at chambers.

319 A writ of error is allowed in this case, as prayed, to operate as a supersedeas upon plaintiff in error, giving bond with solvent surety in the sum of one thousand dollars.

(Signed) TH. C. MANNING,
Chief Justice.

Bond for costs & writ of error.

Know all men by these presents, that we, Nicholas W. Casey, receiver of the New Orleans National Banking Association, as principal,

and William Grant, of the city of New Orleans, in the State of Louisiana, as surety, are held and firmly bound unto John J. Adams, Jay L. Adams, & W. H. Reynaud, partners composing the firm of John J. Adams & Co., in the full sum of one thousand dollars to be paid to said John J. Adams & Co., their attorney', executors, administrators or assigns, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally by these presents, sealed with our seals, and dated this day of April (1877), in the year of our Lord one thousand eight hundred and seventy-seven.

Whereas lately, at a hearing in a suit depending in the supreme
320 court of the State of Louisiana, judgment was rendered against the said Nicholas W. Casey, receiver, &c., in the suit of John J. Adams & Co. vs. Thomas J. Dannis, wherein said Casey was impleaded, No. 6532 of the docket of said court; and the said Nicholas W. Casey, receiver, &c., having obtained a writ of error therein, and filed a copy thereof in the clerk's office of the said court to reverse said judgment in the aforesaid suit, and a citation directed to said John J. Adams, Jay L. Adams, & W. H. Reynaud, partners, &c., citing and admonishing them to be and appear at a session of the United States Supreme Court to be held at Washington the second Monday of October, 1877:

Now the condition of the above obligation is such that if the said Nicholas W. Casey, receiver, shall prosecute to effect his said writ of error, and answer all damages and costs if he shall fail to make his plea good, then the above obligation to be void; else to remain in full force and effect.

(Signed) N. W. CASEY, [SEAL.]
Receiver New Orleans Nat. B'k'g Ass.

(Signed) WILLIAM GRANT. [SEAL.]

321 STATE OF LOUISIANA,
City of New Orleans, ss:

William Grant, being duly sworn, says that he signed the above bond as surety, and that he is worth over and above his debts five thousand dollars and upwards, and that he resides in New Orleans.

(Signed) WM. GRANT.

Sworn and subscribed to before me this 24th day of April, 1877.

[SEAL.] (Signed) CHAS. S. RICE,
U. S. Comm'r Dist. of La.

Supreme court of Louisiana. At chambers.

This bond is approved.
New Orleans, April 23d, 1877.

(Signed) TH. C. MANNING,
Chief Justice.

Certificate.

UNITED STATES OF AMERICA,
State of Louisiana:

Supreme court of the State of Louisiana.

I, Alfred Roman, clerk of the supreme court of the State of Louisiana, holding sessions at the city of New Orleans, do hereby
322 certify that the foregoing three hundred and twenty-one (321) pages contain a full, true, and complete copy of the transcript of

the proceedings had in the fifteenth judicial district court for the parish of La Fourche, in a certain suit wherein John J. Adams & Co., in liquidation, were plaintiffs, Thomas J. Dannis was defendant, and Nicholas W. Casey, receiver of the Bank of New Orleans, was defendant in rule, and also contain a true copy of the record and of all the proceedings had in the supreme court of the State of Louisiona on the appeal taken by said Nicholas W. Casey, receiver of the New Orleans National Banking Association, in said cause, which appeal is now on the files thereof under No. 6532.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at the city of New Orleans, this tenth day of August, anno Domini, and in the hundred and second year of the Independence of the United States of America. Eleven words interlined & approved before signing.

[SEAL.]

ALF'D ROMAN,
Clerk Supreme Court La.

323 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the supreme court of the State of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court of the State of Louisiana before you, or some of you, being the highest court of said State in which a decision could be had in the said suit between John J. Adams, Jay L. Adams, & W. H. Reynaud, composing the firm of John J. Adams & Co., in liquidation, plaintiffs, against Thomas J. Dannis, Nicholas W. Casey, receiver of the New Orleans National Banking Association, Goodrich & Co., Louis J. Comeaux, L. A. Webre, Jerome Gaubert, and M. Richard, defendants, wherein was drawn in question the validity and the construction of a clause of a statute of the United States, and the decision was against the right, privilege, and exemption specially set up and claimed under such clause of said statute, a manifest error hath happened to the great damage of the said Nicholas W. Casey, receiver of the New Orleans National Banking Association, defendant, as by his complaint appears: We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the honorable Morrison R. Waite, Chief Justice of the said Supreme Court of the United States, this 26 day of April, in the *the* year of our Lord one thousand eight hundred and seventy-seven.

ALF'D ROMAN,
Clerk of the Supreme Court of the State of Louisiana.

Allowed by—

CH. C. MANNING,
Chief Justice Supreme Court Louisiana.

324 (Indorsed:) Supreme court of La. No. 6532. N. W. Casey, rec'r, pl'f in error, versus John J. Adams & Co., def'ts in error. Writ of error. Writ of error lodged in the clerk's office of the supreme court of the State of Louisiana, in pursuance of the statute in such cases made and provided, this day of , one thousand eight hundred and seventy- . Rouse & Grant, attorneys of plaintiff in error. Filed April 26th, 1877. Alf'd Roman, clerk.

325 THE UNITED STATES OF AMERICA:

The President of the United States to John J. Adams, Jay L. Adams, & W. H. Reynaud, partners composing the commercial firm of John J. Adams & Co., in liquidation, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington, on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Louisiana, wherein Nicholas W. Casey, receiver of the New Orleans National Banking Association, is plaintiff in error, and you are defendants in error, to show cause, if any there be, why the judgment rendered against the said Nicholas W. Casey, receiver of the New Orleans National Banking Association, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this first day of May, in the year of our Lord one thousand eight hundred and seventy-seven.

CH. C. MANNING,
Chief Justice Supreme Court of Louisiana.

326 (Indorsed:) Supreme Court of U. S. No. . N. W. Casey, rec'r, &c., pl'ff in error, vs. Jno. J. Adams & Co. et als., def'ts in error. Citation.

Marshal's return.

Received Jun. 23, 1877, by the U. S. marshal, and on the 23rd day of June, 1877, served a copy of the within citation on John J. Adams, one of the within-named defendants in error, by delivering the same to him in person in the city of New Orleans; and also on the 25th day of June, 1877, served a true copy of the within citation on W. H. Reynaud, one of the within-named defendants in error, by delivering the same to him in person in the city of New Orleans; on Jay L. Adams, by handing the same to Clay Knobloch, esq., attorney for said Jay L. Adams, in person, in the town of Thibodaux, La Fourche Parish, La., on the 27th June, 1877.

JACK WHARTON,
U. S. Marshal,
By DAN. A. ROSE,
D'y Marshal.

327 Supreme court of La.

JOHN J. ADAMS & Co.
vs.
THOMAS J. DANNIS, NICHOLAS W. CASEY, receiver. } No. 6532.

To the honorable Thomas C. Manning, chief justice of the supreme court of Lousiana:

The petition of Nicholas W. Casey, receiver of the New Orleans National Banking Association, impleaded as defendant in this cause, respectfully shows that by his certain plea in said cause he set up and claimed exemption from the jurisdiction of the State court over him in this proceeding by virtue of the provisions of the 57 section of the national bank act passed by the Congress of the United States, and approved June 3rd, 1864, and that the final judgment of said court is against such exemption; and that such judgment is erroneous & greatly to your petitioner's prejudice, and that the other defendants refuse to join in this petition.

Wherefore petitioner prays that a writ of error may be allowed him in the premises under the provisions of section 709 of the Revised Statutes of the United States and its amendments, returnable to the Supreme Court of the United States on the 2nd Monday of October, 1877, according to law.

ROUSE & GRANT,
Attorneys for Casey.

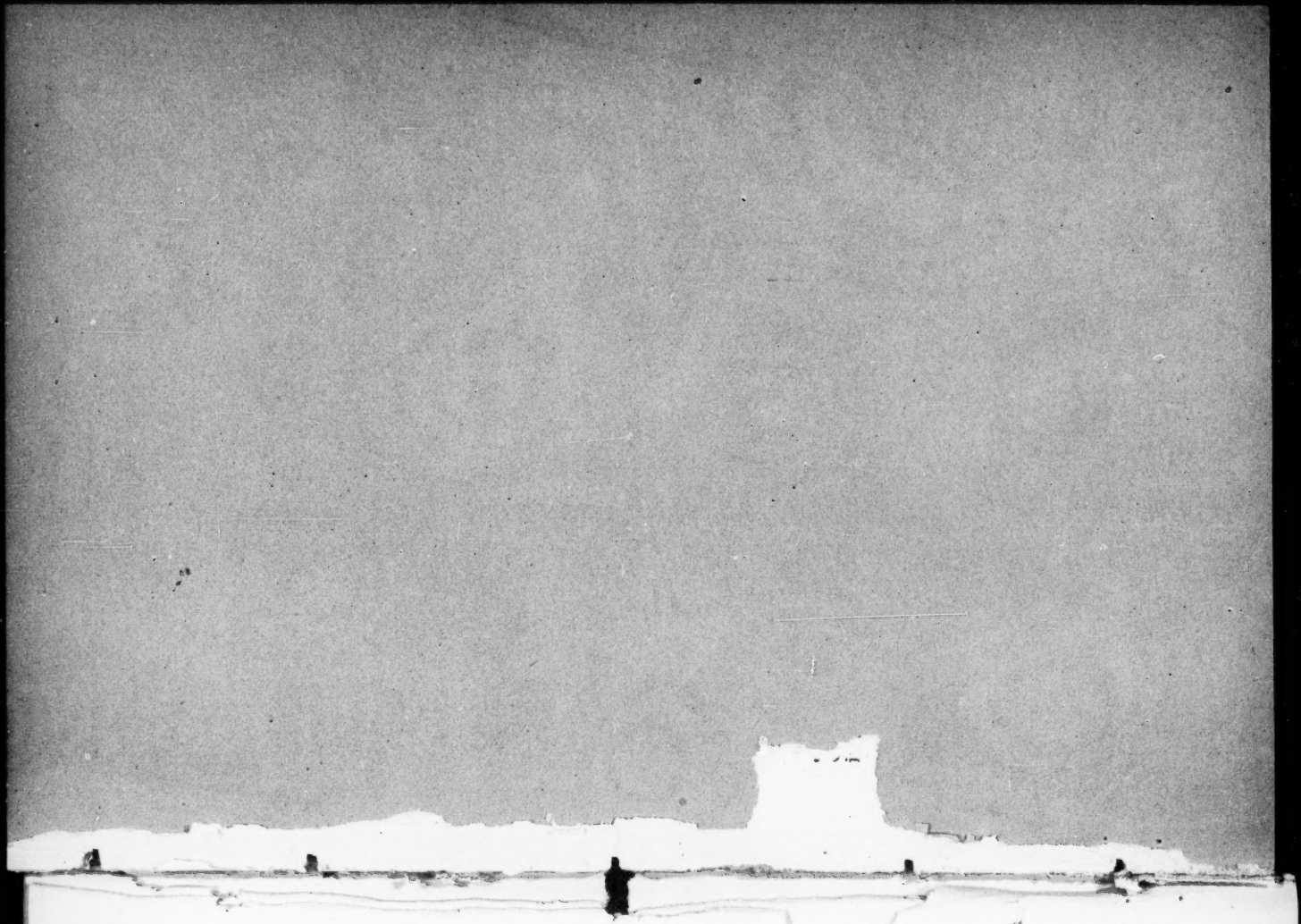
328 (Indorsed:) No. 6532. Supreme court of La. John J. Adams & Co. vs. Thomas J. Dannis & N. W. Casey, rec'r. Petition of Casey for writ of error. Rouse & Grant, att'ys. Filed April 26th, 1877. Alf'd Roman, clerk.

Supreme court of Louisiana, April 23d, 1877. At chambers.

A writ of error is allowed in this case as prayed, to operate as a supe as sedeas, upon plaintiff in error giving bond with solvent surety in th n. sum of one thousand dollars. es

TH. C. MANNING, n,
Chief Justice.

(Indorsement on cover:) No. 248. Nicholas W. Casey, receiver of the New Orleans National Banking Association, pl'ff in error, vs. John J. Adams, Jay L. Adams, and W. H. Reynaud, partners composing the firm of John J. Adams & Company. (In liquidation.) Louisiana sup. court. Filed 8th October, 1877.



FILED
FEB 28 1880
D. W. MIDDLETON, Clerk.

Supreme Court of the United States.

OCTOBER TERM, 1879.

No. 248.

NICHOLAS W. CASEY, *Receiver of the New Orleans National Banking Association*, PLAINTIFF IN ERROR,

vs.

JOHN I. ADAMS, JAY L. ADAMS, W. H. REYNAUD, *partners composing the firm of John I. Adams & Co.*, DEFENDANTS IN ERROR

In Error to the Supreme Court of the State of Louisiana.

JOHN D. ROUSE,
WM. GRANT,
Attorneys for Plaintiff in Error.

Clark & Hofeline, Brief Printers, 112 Gravier Street.

Supreme Court of the United States.

OCTOBER TERM, 1879.

No. 248.

NICHOLAS W. CASEY, *Receiver of the New Orleans National Banking Association*, PLAINTIFF IN ERROR,

vs.

JOHN I. ADAMS, JAY L. ADAMS, W. H. REYNAUD, *partners composing the firm of John I. Adams & Co.*, DEFENDANTS IN ERROR

In Error to the Supreme Court of the State of Louisiana.

STATEMENT OF THE CASE.

On the 24th day of January, 1860, Tucker Brothers, an agricultural firm, executed their mortgage on a certain plantation, situated in the Parish of Lafourche, Louisiana, in favor of R. Tucker, to secure their four promissory notes of the same date, $5,000 each. Record, p. 103.

One of the notes came into the possession of the Bank of New Orleans, (afterwards changed into the appellant bank) which brought suit in the District Court of Lafourche Parish, to foreclose the mortgage. Record, p. 95. Decree was rendered in the cause, June 17th, 1867, directing a sale of the mortgaged property. Record, p. 105.

Execution was duly issued and under it the sheriff sold the plantation to A. N. Cummings, for $13,025. Record, p. 109.

At the time of the sale there were a number of other creditors holding concurrent mortgages and liens.

It appears that, though the sheriff's return shows that a part of the price bid by Cummings, was paid in cash, no money was actually paid. But a concurrent agreement was made by all the creditors with the mortgagors, with Cummings the purchaser, and all other parties having any interest in the property, stating the amount due to each creditor, fixing the order in which they should be paid, and granting a mortgage on the plantation in question, to secure the same. This agreement and mortgage was duly recorded in the proper mortgage office and affected the property as a mortgage. Record, p. 48, 51.

Cummings afterwards sold the property still charged with this mortgage, to Thomas J. Daunis, and Mrs. Margaret Stuart Glover, who granted a mortgage on the same, to John I. Adams & Co., to secure the sum of $30,289.27, dated the 2nd day of April, 1870.

On the 28th day of July, 1875, John I. Adams & Co. brought suit in the District Court of the Parish of Lafourche, against Daunis & Tucker, to foreclose their mortgage, but without making any of the creditors claiming rights under the prior mortgage granted by Cummings, parties to the proceeding. Record, p. 1. Such proceedings were had in this case that a writ of seizure and sale

was issued, under which the sheriff adjudicated the property to John I. Adams & Co., for the price of $17,519. Record, p. 32-33.

Adams & Co. it appears, claimed the whole price on their mortgage and refused to pay their bid on this ground, but the sheriff refused to admit this demand and complete the adjudication.

At this point in the case, Adams & Co. discovered that the mortgage of September 7th, 1867, stood in their way, and that it would absorb the whole price unless gotten rid of. They accordingly moved the court under whose writ the property had been sold, for a rule on the bank which claimed under this prior mortgage, to show cause why the same should not be erased from the records. Record, p. 35.

The motion alleged that the mortgage held by the Bank of New Orleans, and the judgment thereon, had been satisfied by the sheriff's sale of Sept. 7, 1867, and that they should therefore be cancelled. No mention was made of the mortgage granted by A. N. Cummings to the lien creditors under the agreement of compromise referred to, and the court was not asked to erase it. The motion further averred "that the affairs of the Bank of "New Orleans are now in the hanes of Nicholas W. "Casey of the city of New Orleans, Receiver, appointed "under the National Bank Act, and that he is the proper "party on whom to serve a copy hereof."

In answer to the motion the Receiver alleged the conversion of the Bank of New Orleans into the New Or-

leans National Banking Association, under the National Bank Act, and the succession of the latter to all its rights and property: that such National Bank was located in the city of New Orleans, parish of Orleans, Louisiana, and could be sued only in the United States Court, or in a state, county or municipal court in the county or city in which it was located; and reserving the benefit of this exception, in case it should be overruled the Receiver answered and claimed a prior mortgage on the property, and averred that the same had never been paid. Record, p. 40.

THE EVIDENCE.

It was admitted at the hearing of this motion, that the Bank of New Orleans was converted into the New Orleans National Banking Association under the National Bank Act, July 1, 1871, and that the latter succeeded to all its rights; that this National Bank was located in the city of New Orleans, parish of Orleans, State of Louisiana.

The Receiver offerred in evidence the mortgage granted by A. N. Cummings to secure the Bank's debt, and the certificate of the registry in the mortgage office, September 7th, 1867. Record, p. 48-51.

A mass of evidence was offerred, not material to the case.

It is sufficient, however, to say that the evidence fully established the date and registry of the Bank's mortgage to be September 7th, 1867, and that of John I. Adams &

Co., April 2nd, 1870, and that neither mortgage had been satisfied.

THE DECREE.

The District Court ordered the erasure of the Bank's mortgage by decree of December 18th, 1875, from which decree an appeal was taken. Record, p. 67.

The Supreme Court of the State affirmed the decree for reasons which are set forth in the opinion of Justice Marr, at page 116 of the record; and the question now is whether there was error.

ASSIGNMENT OF ERRORS.

1°. The State Court erred in overruling the exception of plaintiff in error, to the jurisdiction of the District Court of the Parish of Lafourche, and in holding that such Court had jurisdiction over said New Orleans National Banking Association, which was located in Orleans Parish, notwithstanding said exception.

2°. The State Court erred in holding that Congress was without authority to define in what Courts National Banks shall be sued, and in holding that the Statutes of the United States on that subject are an invasion of the rights of the States.

3°. The Court erred in overruling the aforesaid exception, and in proceeding to adjudge on the rights of the plaintiff in error.

ARGUMENT.

The error of the State court on the jurisdictional ques-

tion is as manifest as its decree on the merits of the controversy is inequitable and unjust.

The Civil Code of Louisiana, Articles 3278, 3290, describe a mortgage to be a right granted to the creditor over the property of his debtor, for the security of his debt. No special form is prescribed. Any writing which shows an intention to charge the property with a lien to secure a debt is sufficient.

Tested by the following writing which was declared by the Supreme Court of Louisiana in Ellis vs. Sims, 2 A. 251, to be a good mortgage, the agreement of September 7th, 1867, upon which we rely, is an admirable model.

"THE STATE OF LOUISIANA,
Parish of Concordia, April 18, 1843.

One day after date, I promise to pay E. Ellis or order, $724.22 being for work done on my land, situated on the Mississippi river, in said Parish of Concordia, bounded by lands of E. P. King, above and below, and back by lands of the United States, which land is improved by said Levee, I hereby acknowledge, agree and consent that the said has a privilege and mortgage for the securing the payment of said sum of money.

JOHN C. SIMS."

That agreement, after reciting the amount due each creditor, and fixing the *terms* of payment, declares that the sums due each creditor are secured by mortgage on the plantation. To quote the language of the agreement: "for the purpose of avoiding all doubt, the said "privileges and mortgages are hereby recognized as

" operating on said property * * to secure the debts " stated as aforesaid, with the rank above stated." Rec. p. 50.

The Supreme Court dispose of the case by simply saying that the original mortgage of 1860, and the judgment therein of June 12th, 1867, were both satisfied by the sheriff's sale to Cummings, of September 7th, 1867. This we do not deny. The agreement of compromise is declared not to create a mortgage because "anomalous and in some respects extraordinary."

Justice Marr, acting as the organ of the Court, says that Tucker Brothers, were divested of title by the sheriff sale to Cummings, and then says that the latter could not charge his property with the price of the sale which he had not paid, in favor of the creditors of Tucker Brothers. No reason for this "anomalous" opinion is given. Tucker Brothers had been discharged by the sale and return of execution in which the sheriff by order of their creditor, gave credit for the whole price of the adjudication, though no cash was actually paid. The learned Judge does not pretend to give any reason why Cummings, the owner of this property in full title, could not grant a mortgage upon it to secure the price which he owed, and the legal mind certainly cannot imagine any under the facts disclosed in the record.

Reduced to its legal effect, the agreement granted terms of credit to Cummings for the price of the property, and retained a mortgage to secure the same. It concerned no one but Cummings, and the creditors who

were such at the time. Adams & Co. accepted their mortgage with full notice of the existence of the Bank's prior lien, and with knowledge of the form of the agreement which granted it. Though designated by Justice Marr, as "extraordinary," the instrument should not be set aside on that ground. The intentions of the parties to the act can be gathered from a mere casual examination of its several clauses, and they should be given the effect clearly deducable from a fair interpretation of the words employed.

When Cummings declared that he had not paid the price of the sale, and that he granted a mortgage to secure it, the other asservations that the old mortgage and the judgment thereon should also stand, because mere surplusage. Whether they could be so kept alive in this manner does not concern the Bank. The price of the sale to Cummings is all we can claim, and the agreement of September 7th, 1867, secures it, independently of the old mortgage and judgment.

We have disclosed this much of the merits of the controversy, to show that the plaintiff in error has serious cause of complaint against the decision of the State Courts.

The real question which this Court is called upon to examine and decide, is whether the District Court of Lafourche Parish could exercise jurisdiction over a National Bank located in the City of New Orleans, Parish of Orleans.

Section 5198 of the United States Revised Statutes,

1878, provides: "That suits, actions and proceedings "against any association under this title (National "Banks), may be had in any Circuit, District or Territo- "rial Court of the United States, held within the District in "which such association may be establised, or in any "State, County or Municipal Court in the county or city "in which such association is located, having jurisdiction "in similar cases."

The Supreme Court of Louisiana was of the opinion that because Art. 5136, authorizes National Banks to "sue and be sued; complain and defend in any Court "of law or equity as fully as natural persons," they became amenable to the jurisdiction of *any* State Court.

This section in connection with others, merely defines the mode by which National Banks may be created, and defines their general corporate powers after they come into existence. One of these is to sue and an another is to defend when sued. Section 5198, then defines, the courts before which they may be sued. It simply prescribes a mode of carrying into effect the general provisions of the other section. Both are in complete harmony, and should not be interpreted separately, in order to destroy the true intent of the law as a whole. But according to the construction contended for by the Supreme Court of Louisiana, section 5198 has no effect, and means absolutely nothing. They admit that the power to sue National Banks, is granted by the federal statute which creates them; but claim that any attempt to regulate this right is an unwarrantable invasion of the jurisdiction

of their courts. No authority is necessary to show the fallacy of this reasoning, for it must be manifest to any legal mind that if Congress has the right to create corporations, it has the fullest power to protect them. "The power to create, carries with it the power to preserve." Farmers, National Bank vs. Dearing, 91 U. S. 29.

"National Banks being brought into existence by an act of Congress, the States can exercise no control over them except in so far as Congress may see fit to permit." Ibid. After deciding that a National Bank may be sued in *any* tribunal of the State, the Court seem to hold that a Receiver of a National Bank may be sued, though the Bank could not.

We suppose this error arises from the bad practice in our state courts, of directing suits of this class against the "presidents and directors" of a corporation.

In Bank of Bethel vs. Pahquioque Bank, 14 Wallace, 383, this Court held that the appointment of a Receiver does not dissolve the corporation; and that the Receiver merely supersedes the power of the directors to carry on business.

Certainly unless a suit against the Receiver brings the corporation into court, no judgment can be rendered affecting its rights. The true rule is that the corporation is brought into court through service of process on the Receiver, and it, and not the Receiver, is the real party. The argument of Justice Marr, is that though a corporation cannot be sued itself, yet a suit against its agent will subject its rights to the jurisdiction of the court. A

mere statement of the proposition shows the falacy, if not the absurdity, of this reasoning.

The point involved in this case has not yet been decided in this Court. But in the Bank of Bethel, 14 Wallace, 383, Mr. Justice Clifford, in commenting on the provisions of the act of Congress under discussion, says that the act allows creditors to sue a National Bank in the *proper* State courts, and that authorities to support the proposition are not necessary as it rests upon the express provision of the Statute.

The question, however, has been directly decided in many of the District and Circuit Courts, and by the State tribunals.

In Main, assignee, vs. Second National Bank of Chicago, 6 Bissell, 26, Judge Hopkins held that a National Bank located in Chicago could not be sued in the United States Circuit Court for the District of Wisconsin, though service of process was made on the cashier, who was found in Milwaukee.

The precise question came before the Supreme Court of Massachusetts in 1869, and that court conceded the right of Congress to regulate the jurisdiction with National Banks, and accordingly dismissed a suit brought in a court of that State against a bank located in New York.

Crocker vs. Marine National Bank, 101 Mass. 240.

In Cadle vs. Tracy, 11 Blatchford 11, the learned Judge of the Circuit Court held that a judgment rendered in a court of New York against a National Bank located in Alabama to be absolutely void.

The Court of Appeals of the State of New York is the only court of last resort except the Supreme Court of Louisiana which has held differently.

Cook vs. State National Bank, 52 N. Y. 96.

Adams vs. Daunis, 29 La. A. 315.

The Court in both these cases was of the opinion that the statute which we claim created an exclusive jurisdiction in the special courts named is merely permissive. But the Supreme Court of Louisiana went further, and declared that if Congress intended to exclude the jurisdiction of any of the State Courts, it was an unwarranted invasion of the rights of the States.

All National Banks have the right to sue and to defend generally, under the section granting their corporate powers; and the subsequent section, if interpreted as claimed, is rendered useless and unnecessary. To give it any effect it must be held to confer an exclusive jurisdiction upon the Courts named. The word "may," used in the law should not receive the liberal interpretation contended for, when it would destroy the statute. This would be to give effect to "the accursed letter, which "killeth the spirit of the law." Manifestly, by every rule of construction, the word may means *shall*.

Another reason assigned by the Supreme Court of Louisiana, for overruling the exception to jurisdiction, is that the District Court of the Parish of Lafourche, could alone classify the privileges and distribute the funds, and that the Bank was a necessary party. It would be more satisfactory if the learned Judge, who was the organ of

the Court, had disclosed the reason upon which he based the right to override a positive statute, because of this alleged necessity.

Adams & Co. were proceeding on a second mortgage, but did not make the Bank which held the first mortgage, a party to their suit. After decree and sale they found that in order to cure this defect, it was necessary to bring the Bank in, to perfect such title as they desired. This state of affairs is the foundation of the plea of necessity. At most, the method pursued was necessary merely to enable them to get rid of the claim of the Bank in a summary and convenient way, and this they proceeded to do by the very doubtful process of a rule to show cause.

In Bank of Louisiana vs. Delery et al., 2 La. Annual, 649, the Supreme Court of the State very reluctantly sanctioned the practice of proceeding by rule in this class of cases, and said that if a party thus impleaded should set up a substantial right, he could not be compelled to litigate it in this summary manner.

But it is perfectly clear, that Adams & Co. could have obtained the same relief, by an ordinary suit in some one of the proper courts having jurisdiction under the act of Congress, as they could in the District Court of Lafourche Parish by a rule to show cause. The District Courts of the State "have original jurisdiction in all "cases where the amount in dispute exceeds the sum of "$500." Article 80, const. of 1868.

They have exercised jurisdiction in cases of this class

without reservation, in plenary suits, for the last fifty years, under similar constitutional provisions. And we cite Pickersgill vs. Brown, 7 La. An. 398, as an example.

No authority need be cited to show that the Circuit Court of the United States for the District of Louisiana, would have jurisdiction to annul and cancel the registration of a mortgage on a bill brought by another creditor, for good cause. The method might not be as convenient as the summary one by rule, but it affords ample relief.

But it seems to us a sufficient answer to this plea of necessity, to say that the statute prohibits the District Court of Lafourche from taking jurisdiction over plaintiff in error, and has appointed other tribunals in which they must be sued.

We therefore respectfully pray that the judgment of the District Court of the State of Louisiana be set aside, and that a new trial be awarded, and that the case be remanded with instructions to the State courts to dismiss the suit as against plaintiff in error, with costs.

JOHN D. ROUSE,
WM. GRANT,
Attorneys for Plaintiff in Error.

IN THE

Supreme Court of the United States.

October Term, 1879.

NICHOLAS W. CASEY, RECEIVER, &c.
PLAINTIFF IN ERROR.

vs.

JOHN I. ADAMS ET AL.

No. 248.

Error to the Supreme Court of the State of Louisiana.

BRIEF FOR DEFENDANTS IN ERROR.

Under the title of John I. Adams & Co. *vs.* Thomas J. Daunis *et al.*, this case is reported in 19 La. Annual Reports, p. 315. The opinion of the court, with a succinct and very clear statement of the facts, is also found in the record herein on page 116 *et seq.*, and the judgment following on this opinion was an affirmance of the judgment of the lower court, (the fifteenth judicial district court, parish of Lafourche.)

The proceeding was a rule to show cause "why the "mortgages appearing of record in the name of the Bank of "New Orleans, Goodrich & Co., R. and E. L. Tanner and "Jerome Gaubert *et als.*, should not be erased and can-

" celled in so far as the same affect Homewood plantation, " mules, implements," *etc.*, *etc.*

Record, p. 34.

The receiver of the Bank of New Orleans was made a party to this rule, and appeared with an *exception* that the court was without jurisdiction; that a proceeding by rule was irregular, and a direct action should have been resorted to; that proper parties had not been made. And also with an *answer*, that his judgment is in full force and effect, and the mortgage resulting from its recordation is a good and valid lien on the property.

The exceptions were overruled, and the defence set up denied by the State courts of original and appellate jurisdiction. The jurisprudence of Louisiana, involved in its registry laws, is set forth at great length by the supreme court of that State in its opinion. References are made to the *positive* laws of the State on the subject-matter of judgment-liens, or rather *judicial mortgages*. These judicial mortgages are regulated, as to their origin, existence, and termination, exclusively by the State statutes. The construction of these statutes is within the exclusive province of the State courts, and when settled is virtually a part of the statutes themselves. The constitutionally qualified sovereignty of the States is paramount in authority over their own registries. An opposite doctrine would introduce two contradictory systems of law in regard to real property within the same State—one of judicial legislation, established and administered by the national courts, combining the inconsistent powers, the judicial and the legislative, in the judges; the other of *positive* law, validated by the State and entrusted by it to an independent body for administration and enforcement. *Jus dicere* is perpetually encroaching on *jus dare*. No greater evil, short

of abolition, can befall the institution of private property than the discord produced in titles to real property by these opposing systems.

The opinion of the supreme court of Louisiana in the present case is a free criticism and review of your Honors' opinion in Patterson *vs.* Hoa, (8 Wall., 292,) and on the authority of which the plaintiff in error relies for a reversal. But that case was argued orally and in writing before your Honors by one of the undersigned, and his client lost a large and valuable plantation, worth many thousands of dollars. It would do no good to repeat that argument now. If the Louisiana courts are wrong, your Honors will reverse the judgment in the present case on the authority of that decided case. If they are right, your Honors will affirm ;—always provided your Honors find an existing Federal question in the record, and a decision thereon by the State court. The case comes up here in quite a different way from that of Patterson *vs.* Hoa.

But we are of opinion that in this case your Honors are without any appellate jurisdiction, for the following reasons: "Where a right is set up under an act of Congress "in a State court, any matter of law found in the record, "decided by the highest court of the State, *bearing on the* "*right so set up under the act of Congress*, can be re-ex- "amined here."

Bridge Co. *vs.* Railroad, 2 Otto, 316.

The 57th section of the act of Congress of June 3, 1864, (13 S. L., 116,) reads: "That suits, actions, and proceed- "ings against any association under this act may be had in "any circuit, district, or territorial court of the United "States held within the district in which such association "may be established, or in any State, county, or municipal

" court in the county or city in which said association is lo-
" cated, having jurisdiction in similar cases," *etc.*

This law was indispensably necessary to give jurisdiction to the national courts.

The courts of the States had jurisdiction without such statute.

Bank U. S. *vs.* Deveaux, 5 Cranch, 61.

The above section of act of June 3, 1864, so far as re-enacted in the Revised Statutes, and valid in law, is found in section 563, par. 15, and section 629, par. 10. All the residue of the original section 57 of the act June 3, 1864, *as above quoted*, is specially repealed by section 5596, R. S. U. S., and the jurisdiction of the State courts remains as it was prior to June 3, 1864.

It follows irresistibly that, here, there is no act of Congress under which a right is set up, and your Honors have no jurisdiction in a matter of *substance.*

Besides, when the acts of Congress provide for the transfer of a suit from the State courts to the National courts dilatory and declinatory exceptions (called inappropriately *pleas in abatement* under the common system, 1 Com. Dig., 26) are not the instrumentalities by means of which the transfer is effected; nor, by the employment of any such pleas, can your Honors reach appellate jurisdiction over the highest court of a State through that vast channel known as R. S. U. S., 709. A petition, affidavit, and bond, in due course of law, are required from the applicant; and these cannot be displaced and avoided by the irregular substitution of pleas in abatement, so-called. The solemn reversal or affirmance of a judgment rendered by the highest court of a State is of far too serious and weighty importance to be determined on such pleas, involving mere technical objections and *apices juris.*

Hence, your Honors are likewise without jurisdiction in a matter of *form*. The present case is *no suit*, but *a rule to show cause* in a suit. The bank invoked, at the outset of its proceedings, the jurisdiction of the State court, and obtained the judgment of that tribunal. Over that judgment and all its accessories—its registry, its payment, its extinction, its cancellation, its rank as a mortgage on real property in that parish, its novation, remission, compensation, confusion, loss, its nullity, rescission, dissolution, and prescription—there is no jurisdiction here of any kind or in any way, unless your Honors are prepared to say that the Lafourche court should have transferred the suit to one of the State courts of New Orleans, and in this refusal of a thing not asked for, find a Federal question under R. S. U. S., 709.

We pray your Honors either to affirm the judgment or dismiss, with damages as for a frivolous resort to this tribunal. The writ of error is a *supersedeas* in this case; and justice will not be done unless damages are awarded for the delay in the distribution of funds realized by a *judicial* sale in a State court.

Respectfully submitted.

DURANT & HORNOR,
Atty's for Defendants in Error.

WASHINGTON, D. C., *December* 16, 1879.